

Bargaining Unit 3

Tentative Agreements

7/1/08 – 6/30/10

3:22

Union Proposal of August 22, 2008
2008 NEGOTIATIONS
Ground Rules for SEIU Local 1000 and the State of California

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4:35pm
Don Koo
James Henry
Brook Willis
Jaqueline McCall
Donner B020
N Lyeila B417
Deven Jackie
Don Mr B021

Ja Sanders
8/22/08
4:35pm

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Brad Willis
Jacqueline McCallister
Kenny Bow
Nylora BU 17
Lavonne Gueber 14
Don K. Miller BU 21

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8/22/08
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- ☐ 11.10 Sustained Superior Accomplishment Awards
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- ☐ Side Letter #1 – Golden Handshake
- ☐ Side Letter #3 – Domestic Partner
- ☐ Side Letter #4 – Access Agreement
- ☐ Addendum I – Time Off for Victims of Domestic Violence

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Brook Willis

Jacqueline McCallum

Ruth Jones BW

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Management Proposal

Bargaining Unit: All Units

Date: _____

Exclusive Representative: SEIU, Local 1000

Subject: Furlough

2/13/9

ARTICLE New Mandatory Personal Furlough Leave Program

A) Effective with the February 2009 pay period and ending June 30, 2010, full time bargaining unit employees shall be subject to a Mandatory Personal Furlough Leave Program (MPFLP) eight (8) hours per month in the manner outlined below:

1. Effective with the February 2009 pay period, each full time employee's monthly pay shall be reduced by 4.62%. However, salary rates and salary ranges shall remain unchanged. Each full-time employee shall continue to work his/her assigned work schedule.
2. Each full time employee shall be credited with eight (8) hours of MPFLP time on the first day of the following monthly pay period each month for seventeen (17) months. The MPFLP leave credits shall be credited to the employee's MPFLP leave balance.
3. Employees will be given maximum discretion to use the MPFLP time subject to operational considerations. Use of deferred MPFLP time off is subject to supervisory approval, except that appointing powers shall ensure that all MPFLP time off is scheduled and taken prior to July 1, 2012. MPFLP time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of MPFLP time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may order employees to take MPFLP time off to meet the intent of this section. MPFLP time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8 (Leaves).
4. Time during which an employee is excused from work because of MPFLP time usage shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week. *
5. MPFLP time may not be cashed out at any time, nor may it be "carried over" beyond July 1, 2012. However, MPFLP may be used in lieu of sick leave.
6. This MPFLP shall not adversely affect an employee's service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision, benefits, or the flex-elect cash option.
7. Compensation for purposes of retirement and death and disability benefits shall not be affected by the MPFLP and shall be based on the unchanged salary rate that would have been credited had the employee not been in the MPFLP.
8. Service calculation for purposes of retirement allowances for employees participating in the MPFLP shall be based on the amount of service that would have been credited had the employee not been in the MPFLP.

* Deleted with understanding its covered by
Basic contract protections

John [Signature]
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UNIT 11
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Management Proposal

CT MPFLP
New pg 2

- E) The MPFLP reduction shall not affect transfer determinations between state civil service classifications.
- F) Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined consistent with the employee's time base consistent with the chart in Article 7.
- G) Seasonal employees are not subject to the MPFLP.
- H) Dispute regarding the denial of the use of MPFLP time may be appealed through the grievance procedure. Other dispute arising from this MPFLP section may be appealed through the grievance procedure, except that the decision by the Department of Personnel Administration shall be final and there may be no further appeals.

TC 819 3 FIBOG 13414

I) ~~If there is a significant decrease in revenues which cause the Governor to proclaim a fiscal emergency under Proposition 58, resulting from either the failure of the Lottery Modernization Act to be approved by the voters or further deterioration of the economy, the Governor retains the authority to implement additional furloughs beyond those recognized in this MOU in accordance with Government Code section 3516.5.~~

MPFLP II

J) ~~All Permanent Intermittent employees and Special School employees who are subject to the State Special Schools 10-Month compensation agreement shall be subject to the proration of salary and MPFLP credits pursuant to the below chart.~~

<u>Hours Worked During Pay Period</u>	<u>Salary Reduction In Hours</u>	<u>MPFLP Credit</u>
0 - 10.9	0	0
11 - 30.9	1	1
31 - 50.9	2	2
51 - 70.9	3	3
71 - 90.9	4	4
91 - 110.9	5	5
111 - 130.9	6	6
131 - 150.9	7	7
151 or over	8	8

TC 819 3 FIBOG 13414
MPFLP II
John Chang

K) ~~As it relates to employees in Bargaining Unit 3, this Article shall be applied consistent with the Addenda to this Article applicable to Bargaining Unit 3 employees by CDCR-DAI, CDCR-DJJ and CDE.~~

TC 819 3 FIBOG 13414
MPFLP II
John Chang

K) Employees on SDI, IDL, EIDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Mandatory Personal Leave Program for that month. Participation in the MPLP shall not affect eligibility in FMLA per Article 8.16.



1303 8.24 addendum pg 1
UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

Article and Section No: 8.XX (Unit 3 – CDE)

The Union proposes the following Addendum be added to this Contract:

8.XX Unit 3 Addendum - CDE

The following hours of accrual shall be applied to the employees at CDE based on the following Academic Calendar:

184/day Academic Calendar schedule will accrue 5.67 hours of MPLP^F per month

194/day Academic Calendar schedule will accrue 5.98 hours of MPLP^F per month

209/day Academic Calendar schedule will accrue 6.44 hours of MPLP^F per month

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Use of MPLP^F is subject to supervisory approval and operational needs as defined below. This leave will be taken prior to July 1, 2014. Request for MPLP^F time off shall be made a minimum of ten (10) workdays in advance of the date of use. Employees shall request MPLP^F days in the same manner as they currently request personal leave days. MPLP^F may be granted with less than ten (10) days notice.

Employees shall use MPLP^F in whole day increments. Employees can use this leave in blocks of up to five (5) days and may be taken in conjunction with other leaves and non-work days. Use of these days may be limited to

five (5) days per school year. MPLP may not be taken until it has been earned.

MPLP may be used in lieu of sick leave or personal leave days. During the term of MPLP accrual and usage (Feb 2009-July 1, 2014) CDE employees may accrue up to eight (8) days of PLD. Effective July 1, 2015, the PLD cap will be restored to its original four (4) days.

CDE may have “black-out” days. These may include CAHSEE testing, WASC visitation, mandatory student testing days, graduation, IEP weeks, Staff Development and special programs.

When 2 or more employees with the same classification/job description/program (i.e. elementary, math) request the same MPLP time off, approval may be limited. The number of BU3 staff already scheduled to be off may also impact this approval process. In these situations employees with the highest seniority shall be provided preference. Once leave is approved, a more senior employee cannot bump the approved leave.

In rare situations where the department may be able to close a program for a specific day, the Department may direct the affected employees to take a furlough day off. This will be limited to no more than one (1) day per academic year and require a minimum of ten (10) workdays notice in advance of the date of use.



71X12 > BUS 8/20/24 pg 3
UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

Article and Section No: 8.XX (Unit 3 – CDCR – DAI)

The Union proposes the following Addendum be added to this Contract:

8.XX – Addendum – Unit 3 – CDCR-DAI

Employees at CDCR- DAI on the 220-day/176 day, 4/10/40 Academic Year schedule will accrue 6.78 hours of MPLP per month

The State and the Union agree that maximum “self-direction” should be afforded employees in consideration of their contribution to the budget crisis solution through the MPLP. Use of MPLP credits is subject to supervisory approval. Supervisors must manage the school to allow the employees to use any accumulated MPLP credits with maximum employee discretion, subject only to severe operational considerations, in which case it is only deferred. If necessary, supervisors may require up to ten (10) days notice before the use of MPLP credits and may limit the number of employees who may use MPLP simultaneously to 10% of staff. MPLP may be granted with less than ten (10) days notice.

CDCR-DAI and the Union shall agree on the Annual Academic Calendar, per Article 24.1.3 and determine “black-out” dates on which employees cannot use the MPLP credits. These events will include important staff development and training. On rare occasions additional black-out days may need to be identified for unforeseen operational circumstances. These events shall not apply to already approved MPLP.

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103 8-xx addendum p94
Examples of operational considerations which could warrant disapproval of MPLP use include a WASC accreditation visit, a departmental compliance review, special programs or graduation. MPLP shall not be denied due to the lack of a substitute teacher.

MPLP credits may be used in blocks and may also be combined with other leave credits, consistent with applicable sections of the MOU.

All MPLP credits must be used by July 1, 2014. During this period of time, the PNL cap shall be increased from six (6) to nine (9) days. Effective July 1, 2015, the PNL cap will be restored to its original six (6) days.

MPLP credits may be used in lieu of sick leave. MPLP credits may be used to satisfy a leave time deficit revealed in the reconciliation process. In accordance with Government Code 19838, an accounts receivable created at a monthly or annual reconciliation may be paid with MPLP credits earned over succeeding months.

Normally MPLP credits may be used in no less than 8 hour increments for employees on a 5/8/40 schedule or 10 hour increments for those on 4/10/40 schedule. However any MPLP balance of less than 8 (10) hours may be combined with vacation, annual leave, CTO, PLP, holiday credit or other leave credits in order to ensure all MPLP credit is off the books by July 1, 2014.

Dana
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2/13/09
9:12 PM
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UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

BU3 8.XX addendum pg 5

Article and Section No: 8.XX (Unit 3 - CDCR - DJJ)

The Union proposes the following Addendum be added to this Contract:

8.XX Addendum - Unit 3 - CDCR - DJJ

The following hours of accrual shall be applied to the employees at DJJ:

220/day Academic Calendar schedule BU #3 employees will accrue 6.78 hours of MPLP per month

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The State and the Union agree that maximum "self-direction" should be afforded employees in consideration of their contribution to the budget crisis solution through the MPLP. Use of MPLP credits is subject to supervisory approval. Supervisors must manage the school to allow the employees to use any accumulated MPLP credits with maximum employee discretion, subject only to severe operational considerations, in which case it is only deferred. If necessary, supervisors may require up to ten (10) days notice before the use of MPLP credits. MPLP may be granted with less than ten (10) days notice.

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CDCR-DJJ and the Union shall agree on the Annual Academic Calendar, per Article 23.3.3 and determine "black-out" dates on which employees cannot use the MPLP credits. These events will include important staff development, training and annual MOAB refresher training days.

Due to State mandated student testing such as the CAHSEE and STAR, the department may maintain the ability to deny use of MPL credits on student testing days outside of the agreed upon Academic Calendar. Other examples of operational considerations which could warrant disapproval of MPL^{FP} use include a WASC accreditation visit, court appointed experts (PLO, CDE) or a departmental compliance review, special programs or graduation, or when 2 or more employees with the same classification/job description/program (i.e.; elementary, math) request the same MPLP time off. MPL^{FP} shall not be denied due to the lack of a substitute teacher.

MPL^{FP} credits may be used in blocks of up to five (5) consecutive days and may also be combined with other leave credits, consistent with applicable sections of the MOU. The expectation is that no more than 10% of teachers (BU3) at each school, will be approved for MPL^{FP} on any given day or during the same block of time. A block of time is no more than 5 consecutive days. MPL^{FP} use requested beyond 5 days may be approved on a case-by-case basis. If approval of leave requests would exceed the 10% limit, requests shall be approved in order of state seniority.

The State and the Union shall agree to conduct an audit of each DJJ School to determine if BU #3 teachers are granted utilization of MPL^FP. The Audit will be conducted between 7/1/2010 and the beginning of the Academic school year, beginning 8/1/2010.

All MPL^{FP} credits must be used by July 1, 2012 2014. During the period preceding July 1, 2014, the PNL cap shall be increased from six (6) to nine (9) days. Effective July 1, 2015, the PNL shall be restored to its original six (6) days.

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^{FP}MPL credits may be used in lieu of sick leave or personal necessity leave.

^{FP}MPL credits may be used to satisfy a leave time deficit revealed in the reconciliation process. In accordance with Government Code 19838, an accounts receivable created at a monthly or annual reconciliation may be paid with ^{FP}MPL credits earned over succeeding months.

Normally ^{FP}MPL credits may be used in no less than 8 hour increments for employees on a 5/8/40 schedule. However any ^{FP}MPL balance of less than 8 hours may be combined with vacation, annual leave, CTO, PLP, holiday credit or other leave credits in order to ensure all ^{FP}MPL credit is off the books by July 1, 2014.

In rare situations where the department may be able to close a program for a specific day, the Department may direct the affected employees to take a ^{FP}MPL day off. This will be limited to no more than one (1) day per academic year and require a minimum of ten (10) workdays notice in advance of the date of use.

(Signature)

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MANAGEMENT PROPOSAL

Bargaining Unit: All

Exclusive Representative: SEIU.

Subject: No Layoff

ARTICLE _____

2/13/9
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No Layoffs.

In consideration of savings achieved through the furlough program, there shall be no layoffs of employees in any SEIU bargaining unit during the term of the furlough period except as indicated below.

To accomplish the objectives of this provision the state will use SROA, surplus lists, directed placements, or any other means at its disposal to ensure maximum placement opportunities for displaced employees. This includes offers of placement to a position outside his or her job classification for which he or she possesses the necessary qualifications, background, or demonstrated experience to perform the job, consistent with SPB transfer rules.

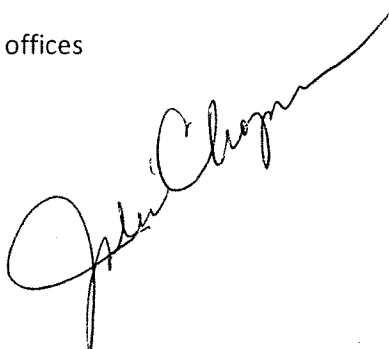
An employee who is offered a job placement and who rejects it, is subject to layoff. Offers of job placements at a salary range more than ten percent (10%) below an employee's current salary range or more than fifty (50) miles from their current job location shall not subject an employee to layoff. Maximum effort will be made to keep employees within the same geographic area.

Exceptions to the no layoff provision are:

- Closures such as departments, entire programs, facilities or offices

This No Layoff section of the MOU shall sunset on June 30, 2010.

offices

A large, stylized handwritten signature in black ink, slanted upwards from left to right. The signature appears to read "John Chapman". The letters are connected and fluid, with a large loop at the beginning and a long, sweeping tail that extends towards the top right corner of the page.

SEIU T/A
Margaret Mead
Lynn Cohen #8714
Allison
Rhonda Jones Boro
Brook Wilson with
Lee Bozi
Xavier
Amanda
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State's Counter
~~SEIU Local 1000 Proposal~~
Master Table
February 13, 2009

Contract Protection

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2/13/9
9:07 PM

- A. If any other State bargaining units enter into an agreement that provides an economic package of greater value than that provided to Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21, then SEIU, as the exclusive representative, may reopen related economic provisions of its MOU and meet and confer in good faith with the State over similar or equivalent increases to be provided to SEIU members.
- B. The terms of this article shall only apply to immediate successor agreements of bargaining units that do not have a current MOU. This provision does not apply to any MOU term and condition of employment currently in effect.

State proposing the following:

John Chyn

- C. Should the Legislature amend or enact any provision of law that allows the State to exclude leave from counting as time worked for purposes of determining the number of hours worked in a work week, that provision to the extent that it may be in conflict with this MOU, shall not be superseded by any provision of the MOU. Any and all MOU sections or past practices that conflict with this new provision of law shall immediately be superseded without further action.

SEIU T/12
Margaret
Laura
Walt
Unit 14
Ronna
Unit 11
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Unit 17
Unit 13
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passed
8/29/08

Exclusive Representative: SEIU

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to sections 19815.4 and 3517 of the Government Code, and Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, including health and safety.

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 Danell J. Duncan
 David Willis
 Patrick

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 Jay Parker
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UNION PROPOSAL
Bargaining Units: Unit 3
Date: _____

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7-28-08*

Article and Section No.: 1.1

Proposal No.: 1

The Union proposes that no changes be made to the following section:

1.1 Recognition

A. (Unit 3) Pursuant to Public Employment Relations Board (PERB) Decisions SA-SR-3, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union, (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Professional Educators and Librarians Bargaining Unit, hereinafter referred to as Unit 3. Unit 3 consists of all employees in the job classifications listed by title in the Salary schedule attached hereto and incorporated by reference as part of this Contract. Any new classes established and assigned to Unit 3 shall be incorporated in the contract.

B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers) recognizes the Director of the Department of Personnel Administration (DPA) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

TA 9/26/08

11:37am

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Pg 318

TMD 11:37 9/26/08

[Signature]
Kelly Skow
Jim Stuffer
John Ken
P. Handel

C. The Service Employees International Union (SEIU), Local 1000 (Union of California State Workers) agrees to hold the State harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this article.

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Kelly Skow
John Ken
Pamela Daniel



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9:07
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Article and Section No.: 2.1

The Union proposes the following changes be made to the following section:

2.1 Union Representatives

- A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives, and/or Union staff on the following:
1. The enforcement of this Contract;
 2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
 3. Informal settlement conferences or formal hearings conducted by the PERB;
 4. Matters scheduled for hearing by Victim Compensation and Governmental Claims Board;
 5. Matters pending before the State Personnel Board (SPB);
 6. AWOLs and appeals to set aside resignations;
 7. Discussions with management regarding denials of reasonable accommodation;
 8. The DPA statutory appeal hearings.
- B. A written list of Union stewards and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards.

Julius Meyer

NY 64117

Union stewards shall not be recognized by the State until such lists or changes thereto are received.

- C. A Union steward's "area of representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the DPA step of the grievance procedure.
- D. The area of responsibility of the District Labor Council (DLC) presidents and chief stewards shall be all worksites within the DLC. When the area of representation is within close proximity Section C shall be observed, otherwise this leave will be union paid leave.

The union representatives shall provide reasonable advance notice based on the circumstances requiring their representation under 2.1.A.

2.1.A.

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UNION PROPOSAL
Bargaining Units: All
Date: _____

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Article and Section No.: 2.2

Package Proposal

The Union proposes that no changes be made to the following section:

2.2 Access

- A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to section 2.1(A) above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.
- B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

UNION
Ralph Buzo
Burl Willis Bu 11
in 1 unit Bu 14
Margaret Malden Bu 1
Yvonne Lawhead Bu 21
Nancy Bu 17
Ricky Bu 15
Dana #3
Amy unit 14
Amy #4
u-15

Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 2, Section 2.3

2.3 Use of State Equipment (~~Excludes Unit 21~~)

- A. Union stewards shall be permitted reasonable use of State phones and video phones (VP)/telecommunication devices for the deaf (TDD) to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in section 2.1 ~~and 2.1.17~~, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Union Stewards shall be permitted reasonable and occasional use of fax machines and copiers for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.
- D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

Taid
6/17/08
11:32 a.m.
Gonzalez

TA

11:32
6-17-08

Ralph Hawkins unit 1
Rickie for BU 20
Lynn Lawhead BU 21
Alletta for BU 14
Connie Kaban BU 11
James Pan BU 4
Rohy Shules BU 5
Diana BU 3
Nancy Luerla BU 17



Kathy
UNION PROPOSAL
Bargaining Unit: Unit 3
Date: 8/18/08

Passed 11:20 am
TAD 10/12 11-12-08
[Signature]

Article and Section No.: 2.4

Proposal No.: 2

The Union proposes that no changes be made to the following section:

2.4 Distribution of Union Information

A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.

C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.

TA
11/12/08
[Signature]

[Signatures: John M. ... P. Handel, ...]

D. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.

E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.

F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

TA 10:12p
11/12/08
Rece

TA 10:12 11-12-08
Dunsegar
John M. Ker
Daniel A. Handel
John Han
Jim Hoff
Gary Ramel



UNION PROPOSAL
Bargaining Units: All
June 9, 2008

2:35
6/9/08

Article and Section No.: 2.5

Proposal No.: 1

The Union proposes that no changes be made to the following section:

2.5 Use of State Facilities

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses, such as security, maintenance, and facility management costs or utilities, incurred as a result of the Union's use of such State facilities.

*To 4:38
T. Sanders*

TAL 4/28 6/09/08

[Signature]
Chair BU3

[Signature]
Chair BU 15

[Signature]
Chair U-21

[Signature]
CHAIR UNIT 20

[Signature]

[Signature]
Medic

[Signature]
Connie F. Kearney

[Signature]
Nancy L. Lyerla BU 17

[Signature]
Jag Lak #4



UNION PROPOSAL
Bargaining Units: All
Date _____

CT
2/13/09
9:07 P
TA

Article and Section No.: 2.6

Package Proposal

The Union proposes the following changes be made to the following section:

2.6 Steward Time Off

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with section 2.1(A), ~~2.1.17(B)~~, and ~~2.1.21(A)~~ of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

UNION
Bridgette Brown
Bridgette Brown BU 11
Alicia Brown BU 14
Margaret Maldonado BU 1
Terry Kawhead BU 21
N. L. L. BU 17
J. L. L. #4
J. L. L. BU 15
J. L. L. #3
J. L. L. #15

Julio Chavez

from DPA
Holiday

MANAGEMENT PROPOSAL

Bargaining Unit:

Date: 6-10-08 11⁰⁷

Exclusive Representative: SEIU

Subject: Article 2

The State proposes that the language below apply to all SEIU, Local 1000 bargaining units.

The State proposes no changes to the following language.

2.7 Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with section 2.2 above during work hours, subject to approval of the employee's supervisor.

10:07
tad
Gander

SEIU 1000 T/A 6/10/08
Margaret Maldel U1
N. Gierla BU 17
Connie Kahaney BU #11
L. O'Brien #4
M. L. BU 14
R. Gierla BU 20
Terry Lawhead U21
C. O'Brien BU 3

MANAGEMENT PROPOSAL

Date: _____

CT 2/13/09
9:07 P
TA

Exclusive Representative: SEIU

Subject: Article 2

The State proposes that the language below apply to all SEIU, Local 1000 bargaining units.

The State proposes the following changes be made to the following language.

2.8 Union Steward Protection

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards, or otherwise interfering with, restraining, or coercing Union stewards because of the exercise of any rights given by this Contract.

Grievances under this section shall be filed at the first formal level of the grievance process. If the allegations are against the employee's immediate supervisor and the immediate supervisor is the first formal level, then the grievance may be filed at the next level of supervision.

[Handwritten signatures and notes:]
A K [unclear] unit 14
Bridgette unit 11
Nigeria BH 17
Joseph 3 unit 15
Malden unit 16
Sally Lawhead unit 21
Damon unit 23

[Handwritten signature:] [unclear]



UNION PROPOSAL
Bargaining Units: All
June 10, 2008

6/10/08
12:18

Article and Section No.: 2.9

Proposal No.: 1

The Union proposes the following changes be made to the following section:

2.9 Union Information Packets

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.

~~A. The packet of information provided by SEIU Local 1000 shall include a pre-addressed, stamped postcard that the employee may use to notify SEIU Local 1000 of a new appointment.~~

To
Sanders
10:22am
6/17/08

TA'd 10:22
6-17-08
Dunne BU3
Shuler BU15
Kahney BU11
Francine Jan BU4
WPC Jan BU14
Lawhead BU21
Rothman BU20
Hawkins BU01
Leyla 6/17



UNION PROPOSAL
Bargaining Units: All
Date: _____

CT
2/13/09
9:07 P
TA

Article and Section No.: 2.10

Packaged Proposal #4

This Union proposes the following changes be made to the following section:

2.10 Orientation

- A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for twenty (20) ~~fifteen (15)~~ minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for twenty (20) ~~fifteen (15)~~ minutes during normal working hours for orientation to the Contract and the Union.
- C. It is understood that the twenty (20) minutes is for the presentation and shall not be counted against reasonable state travel time to and from the presentation.

Handwritten signatures and notes:
- [Signature] 14
- [Signature] 11
- [Signature] 4
- [Signature] 17
- [Signature] 175
- [Signature] 121
- [Signature] 13
- [Signature] 13

Handwritten signature: [Signature]

10:29 AM
6/17/8

Management Proposal

Bargaining Unit: SEIU Common Table

DATE: _____

Exclusive Representative: SEIU

Subject: Article 2, Section 2.11

2.11 Bargaining Unit Negotiating Committee Member Chair Time Off (Excludes Unit 21)

The appropriate bargaining unit chair, or vice chair, or a designated negotiating committee member, not both all, shall suffer no loss in his/her regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

4:36 PM
6/20/08
J Sanders
ea

TALD

Donna BU3

John Shells BU15

N Lyeila BU17

Agnes Libowski

Connie Kabeany BU11

Jerry Rauchhead BU21

Ray Perkins #4

Luana Jones BU20

M. H. BU14

N Lyeila BU17



UNION PROPOSAL
Bargaining Units: All
June 9, 2009

2:35
6/9/08

Article and Section No.: 3.1

Proposal No.: 1

The Union proposes that no changes be made to the following section:

3.1 Union Security

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this Contract by the Legislature and the Union, the State agrees to calculate, deduct, and transmit to the Union, Fair Share fees from State employees who do not have membership dues deductions for the Union, based upon an amount or formula furnished by the Union for Fair Share fees deductions. The State further agrees to recalculate, deduct, and transmit Fair Share fees to the Union based upon any revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this Contract. The State and the Union agree that a system of authorized dues deductions and a system of Fair Share fee deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

TALD 4:30 6/9/08

[Signature]

BU3
Charles
BU 15

Lawhead
BU 21

CHAIR UNIT 20

[Signature] BU 11

1. When Fair Share fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall

[Signature] #4

TALD
4:30
6/9/08

be subject to paying a Fair Share fee, if such a fee is applicable.

2. The Union agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this section and the deductions arising there from.
3. The Union agrees to annually notify all State employees who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code section 3515.8.
4. No provisions of this section or any disputes arising there under shall be subject to the grievance and arbitration procedure contained in this Contract.
5. Should a rescission election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this Contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller's Office (SCO) within thirty (30) calendar days prior to the expiration of this Contract.

TA'd 4:30 6/9/08

CLF U3

Charles Bu 15

Hayward Bu 21

Ryan for chair WIT 20

~~Charles~~ Margaret
Carmel
Carmel Bu 11
NLyerla Bu 17
Lyn Bu #4

Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 3, Section 3.2

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 3.2.17.17 for Unit 17 and 3.2.21 for Unit 21.

3.2 Release of Home Addresses: Non Law Enforcement Employees (~~Excludes Unit 17 and Unit 21~~)

A. Home Addresses – Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
2. Notwithstanding any other provision of this Contract, any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on a form provided by the State.

B. Home Address Withholding

The State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

C. Home Address Withhold Notification to Employees

Within one month following ratification of this Contract by both parties, the State will send a letter drafted by the Union to all existing employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

D. Release and Use of Addresses

The State Controller's Office (SCO) shall send the Union a list of all bargaining unit employees who, pursuant to subsection C above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency, and reporting unit.

E. Home Address Mailings by the State

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach bargaining unit employees.

10'd 11:33
7 Sanders
6/17/08

TA'd 11:33
6/17-08

Francis Pan - BU 4
Charles BU 15
Page 1 of 2
DORSEY A BU 3

Dale Hawkins Unit 1
Dorothy BU 20
Kerry Hawkhead U 21
Robert BU 4

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity, or organization.

G. Costs Reimbursable

The Union agrees to pay necessary and reasonable costs incurred by the SCO to produce the necessary name/home/work address tape file on a monthly basis.

H. Hold Harmless and Indemnification

Notwithstanding any other provision of this Contract, the Union agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the Contract.

I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory, or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

TALD
11.3B
6-17-88

Xavier Hawthorn unit 1
Ricki four BU 20
Jerry Lawhead BU 21
Connie Halsey BU 11
Francoise Pans BU 4
Jody Sherle BU 15
Denisea BU 3
Nancy Lyerla BU 17



UNION PROPOSAL
Bargaining Units: All
Date _____

CT
2/19/09
9:07 p
TA

Article and Section No: 4.1

Package Proposal

The Union proposes the following changes be made to the following section:

4.1 State's Rights

A. Except for those rights which are abridged or limited by this Contract, all rights are reserved to the State.

B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means, and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.

John Clayton

UNION
Handwritten signatures and notes:
Willis Bull
Frank Miller Bull
James Bull
George Bull
Ray Bull
Charles Bull
Donna #3
Ray #4
Committee
17 14
15

CT 4.1 2/13/09

B. C. This article is not intended to, nor may it be construed to, ^{9:07p}
contravene the spirit or intent of the merit principle in State ^{TA}
employment, nor limit the rights of State civil service employees
provided by Article VII of the State Constitution or bylaws and rules
enacted thereto. Any matters which concern the application of the
merit principle to State employees are exclusively within the purview
of those processes provided by Article VII of the State Constitution or
bylaws and rules enacted thereto.

UNION

~~Robert~~
Brad Willis BU 11 BU 14
Margaret McDonald BU 81
Jerry Lawhead BU 21
N. L. L. BU 17
D. L. L. #4
D. L. L. #3 unit 14
D. L. L. #3 unit 15
D. L. L. #3 unit 15

John Chapman



UNION PROPOSAL
Bargaining Units: All
Date _____

CT
2/13/09
9:07 p
TA

Article and Section No: 5.1


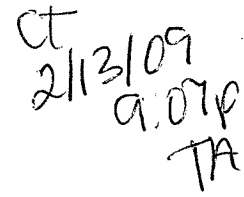
Package Proposal

The Union proposes that no changes be made to the following section:

5.1 No Strike

- A. During the term of this Contract, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

UNION
Bridgette Brown
Bridgette Brown BU 11 BU 14
Albert Brown BU 11
Margaret Melton BU 11
Jerry Lawhead BU 21
N. Lynda BU 17
#4
#3
#15
#3
#15
#15





UNION PROPOSAL
Bargaining Units: All
June 9, 2008

2:35
6/9/08

Article and Section No: 5.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

5.3 Individual Agreements Prohibited

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with Union concurrence.

Tad 4:33
J. Sanders

Tad 4:33 6/9/08
Quincea BUS
Charles BUS
Jury Dawhead BU 21
Risingone Chair UNIT 20
W. 14
Margie Miller
Conner Kelley BU 11
N. L. Lera BU 17
Jay Parker #4



UNION PROPOSAL
Bargaining Units: All
June 9, 2008

2:35
6/9/08

Article and Section No: 5.4

Proposal No.: 1

The Union proposes no changes be made to the following section:

5.4 Savings Clause

Should any provision(s) of this Contract be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

TAG 4:34 6-9-08
Donna BU3
Phyllis BU15
Laurie BU21
Ruth for chair WITW
Wendy 14
Margaret Meade BU4
Connie Kelsey BU11
Nancy BU17
Joy Baker #4

To'd 4:34
J. Gander

UNION PROPOSAL
Bargaining Units: All
Date _____

Article and Section No: 5.5

Proposal No.: 3

The Union proposes no changes to the following section:

5.5 Reprisals

The State and the Union shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract. The principles of agency shall be liberally construed.

TA
J. Sanders
9/16/08
4:07 PM

TA'd 9/16/08 4:07
Demetrius
Bul #4
W. Brown
Bul #4
Myra Corbin #21
Brad Willis Bul 11
K. Cowart Bul 17
K. Cowart Bul 20
K. Cowart Bul 15
K. Cowart Bul 1
unit 1



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: 5.6

Proposal No.: 2

The Union proposes that no changes be made to the following section:

5.6 Supersession

The following enumerated Government Code sections and all existing rules, regulations, standards, practices, and policies which implement the enumerated Government Code sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code sections enumerated below, the Contract shall be controlling and supersede said Government Code sections or parts thereof and any rule, regulation, standard, practice, or policy implementing such provisions.

A. Government Code Sections

1. General


- | | |
|-------|--|
| 19824 | Establishes monthly pay periods. |
| 19838 | Provides for methods of collecting overpayments and correcting payroll errors to employees. |
| 19839 | Provides lump sum payment for unused vacation accrued or compensating time off upon separation. |
| 19888 | Specifies that service during an emergency is to be credited for vacation, sick leave, and Merit Salary Adjustments (MSA). |

2. Step Increases

TA 9/26/08
Ry 1:47pm
Pg 334

TA 9/26/08 1:47
DANCA
Kathy Skow
Pamela Handel

- 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual MSAs for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specified instances.
- 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded (Red Circle Rates)

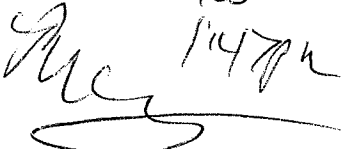
TA'd 9/26/08 1:47

 Kathy Shaw
 Pam Slattery
 Pamela Hamel

3. Holidays

- 19853 Establishes Holidays
- 19854 Adds Personal Holiday

4. Vacation

- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19856.1 Allows DPA to establish rules for vacation accrual for absences of ten days or less.
- 19858.1 Establishes vacation earning rate.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

TA 9/26/08 1:47


19859	Defines amount earned and methods of accrual for full-time and part-time employees.
19861	Allows DPA to establish rules for sick leave accrual for absences of ten days or less.
19862	Allows for accumulation of sick leave.
19863	Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.
19863.1	Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
19864	Allows DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
19866	Allows rules to allow sick leave accumulation for non-civil service employees.
19991.4	Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

19850 Definitions

TA 9/26/05
1:47pm
6. Unif

e purpose of

TRAD 9/26/08
1:47

[Signature]

tating skow

[Signature]

Pamela Handel

- 19850.3 DPA to determine need for uniform replacement
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.

7. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay."
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes DPA to adopt rules governing IDL.
- 19877.1 Sets effective date.

8. Non-Industrial Disability Insurance (NDI)

TA
9/26/08
1:47pm
[Signature]

TRM
9/26/08 1:47pm
[Signature]
Kathy Skow
[Signature]
[Signature]
[Signature]
[Signature]

- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other case payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes DPA to establish rules governing NDI.

9. Life Insurance

- 21600 Establishes group term life insurance benefits.
- 21604 Provides for Death Benefit from PERS.
- 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

TAid 9/26/08 1:47
 Denise
 Kelly
 Jim
 John
 Pamela Handel

TA 9/26/08
 1:47
 [Signature]

10. Health Insurance

- 22808 Provides for continuation of health plan coverage during leave of absence without pay.
- 22870 Provides for employee and employer contribution.
- 22871 Sets employer contribution.

11. Workweek

- 19843 Establishes Work Week Groups.
- 19851 Sets 40-hour workweek and eight-hour day.

12. Overtime

- 19844 Directs DPA to establish rules regarding cash compensation time off.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
- 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
- 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

13. Deferred Compensation

- 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

14. Relocation Expenses

TA 9/26/08
1:47pm
[Signature]

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[Signature]
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19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

15. Travel Expenses

19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822 Provides reimbursement to State for housing, maintenance, and other services provided to employees.

16. Leaves of Absence

19991 Allows release time for civil service examinations

19991.1 Allows leave without pay, not to exceed one year, assures right of return.

19991.2 Allows the appointing power to grant a two-year leave for service in a technical cooperation program.

19991.4 Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.

19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

17. Performance Reports

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K. H. H.
P. H. H.
Pamulachani

- 19992 Allows the establishment of performance standards.
- 19992.1 Requires performance reports to be accurate.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
- 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by DPA rule.

18. Involuntary Transfers

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

19. Demotion and Layoff

- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee

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efficiency is combined with seniority to determine order of layoff.

- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes reemployment lists for laid-off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.
- 19998 Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.
- 19998.1 State restriction on appointments.

20. Incompatible Activities

- 19990 Requires each appointing power to determine activities which are incompatible, in conflict with, -or inimical to their employees' duties; provides for identification of and prohibits such activities.

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Pamela Handel

21. Training

- 19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological, or management-initiated changes.
- 19995.3 Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

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UNION PROPOSAL
Bargaining Units: All
Date: _____

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Article and Section No: 5.7

Packaged Proposal

The Union proposes the following changes be made to the following section:

5.7 Non-Discrimination

A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, gender expression, gender identity, political affiliation, or physical or mental disability consistent with applicable State and Federal law.

B. At the employee's discretion, allegations of discrimination or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, or may be appealed to the SPB through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC). The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.

C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure

in article 6.

John Chapman

Art Dwyer

BU 15

UNION
Richard Jones
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09/23/08

MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table

DATE: _____

Exclusive Representative: SEIU

Subject: Article 5, Section 5.8

The State proposes no changes to the language below apply to all SEIU, Local 1000 bargaining units.

ARTICLE 5 – NON-DISCRIMINATION

5.8 Sexual Harassment

- A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.
- B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, or may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article 6.

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J Sanders
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Daneeka
Shirley 4-15 chair
NLyerla BU 17
Brook Willis BU 11
Allegations BU 14
Ruth Ann BU 11
Margaret Malles BU 11
J. Howard BU 11

MANAGEMENT PROPOSAL

CT 2/13/09 9:07p
11/12/08
8/29/08

Bargaining Unit:

Date: _____

Exclusive Representative: SEIU

Subject: Article 5, Section 9

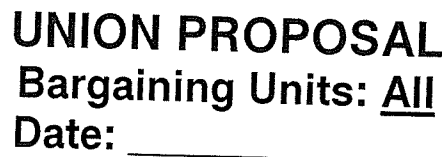
The State proposes the following language changes for all Bargaining Units:

5.9 Joint Labor Management Committee on Discrimination (JLMCD)

- A. Upon the request of the State Personnel Board (SPB), the JLMCD will meet to discuss the committee recommendations from the December 2000 and November 2003 JLMCD Reports, submitted to the SPB, relating to maintaining a discrimination-free State workplace.
- B. The committee will consist of five (5) Union representatives who will represent SEIU Local 1000 and five (5) State representatives. Selected members shall be representative of groups protected by the Federal and State civil rights legislation.
- C. ~~Following~~ If a meeting is convened by the SPB, the JLMCD shall meet to discuss requests made of the JLMCD by SPB. The State agrees that the Union representatives will be permitted eighty (80) hours of release time during the ~~twelve (12) months following ratification~~ term of this Contract to serve and participate on the committee without a loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

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The Union proposes the following changes be made to the following section:

~~Upon mutual agreement of the department head or designee and the Union, a labor/management committee may be established to address specific or ongoing issues.~~

- A. The State and SEIU encourage the use of Labor Management Committees to address issues of mutual concern in a problem solving context. Upon request of either party, a Labor/Management Committee (JLMC) shall be established to address specific or ongoing issues such as:

1. Workload
2. Productivity
3. Making the worksite more efficient and effective
4. Improving the quality of service

- B. ~~Such committees may be~~ An established JLMC shall adhere
according to the following guidelines:

1. The ~~committees~~ JLMC will consist of equal reasonable numbers of management representatives selected by the department head or designee and Union representatives selected by the Union.

2. Committee JLMC recommendations, if any, will be advisory in nature.

2. Committee JLMC recommendations, if any, will be advisory in nature.

3. Labor/management committee JLMC meetings shall not be considered Contract negotiations and shall not be considered a substitute for the grievance procedure or professional practice groups.
4. Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the committee.
5. Dates and times of meetings and agendas of the JLMC's shall be mutually determined by the members of the JLMC.

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A. R. [unclear]
Unit 14
Bridgman Unit 11
[unclear] #4
N. L. [unclear] BU 17
[unclear] 32475
[unclear] BU 1
[unclear] BU 2
[unclear] BU 3

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8/21/08

Exclusive Representative: SEIU

The State is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging they have not been treated accordingly may process a complaint up to the department head or designee.

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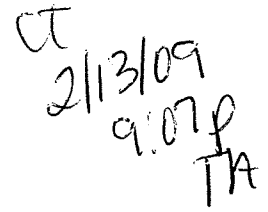
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D. Swadlow Bu17
~~Q~~ Bu17

Damsel
 Danell J. Cima
 Brock Willis
 Jay Parkin
 Rocky Sparks
 March Math
 Jerry Lauchhead
 Linda Ann Brown



career training opportunities.

E. Each department shall establish and maintain an upward mobility program consistent with SPB Regulations. At the request of the Union, the department shall meet to discuss their upward mobility program. Recommendations for adding to or deleting from the upward mobility program shall be considered by the department. Any change shall be consistent with the SPB regulations.

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 R. [unclear] unit 14
 A. [unclear] unit 11
 Brad [unclear] #4
 N. Lyerla BU 17
 5 [unclear] 13 BU 15
 Margaret Meddel BU 21
 J. Lawrence BU 21
 [unclear] BU 23

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UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

Article and Section No: 5.12

Proposal No.: 1

The Union proposes that no changes be made to the following section:

5.12 Upward Mobility Joint Labor/Management Committee

A. The State and the Union agree to continue the Joint Labor/Management Committee on Upward Mobility to assist departments in complying with their upward mobility requirements.

B. The Joint Labor/Management Committee on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by DPA and four (4) Union members selected by the Union who will represent all SEIU Local 1000 bargaining units. The committee shall be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

C. At the request of the Union, the committee will meet quarterly. Members of the committee will be granted state release time for all committee meetings.

D. The committee will develop a handbook identifying outside funding sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility. The committee may also include internal state sources for career training opportunities.

E. Each department shall establish and maintain an upward mobility program consistent with SPB Regulations. At the request of the

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5:35pm

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John M. Ken
Sharon Ramon
Kathy Shaw
Jim Hef

7/17/08
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Union, the department shall meet to discuss their upward mobility program. Recommendations for adding to or deleting from the upward mobility program shall be considered by the department. Any change shall be consistent with the SPB regulations.

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P. Handel

Jol m Kern

Gary Bennett

Kathy Snow



UNION PROPOSAL
Bargaining Units: All
Date: _____

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Article and Section No: 5.X

The Union proposes the following new section:

5. X Joint Labor/Management Committee – Model Policy

- A. It is in the best interest of the State and the Union to jointly develop a consistent alternate work schedule policy for 4/10/40 work schedules. Therefore, the Union and the Department of Personnel Administration (DPA) agree to establish a joint Labor/ Management Committee (Committee) to develop a 4/10/40 work week policy.
- B. The Committee shall consist of ten (10) members, five (5) selected by the Union and five (5) selected by the DPA. The Co-Chairs of the Committee shall be one individual selected by the Union and one individual selected by the DPA. The Committee shall meet monthly after the ratification of this contract. The Co-Chairs shall agree on an agenda prior to the date of the meeting.
- C. The model policy recommendation shall be completed and in writing before the expiration of the contract. DPA shall encourage departments to use the mutually agreed upon policy and make it available to all departments.

Julie Chapman

Rob White
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- D. The State agrees that the Union representatives shall participate on the Committee without loss of compensation. The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

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A [unclear]
Bradley [unclear] unit 11
J [unclear] #4
Nigeria BU 17
J [unclear] U-15
Margaret Malden BU 21
J [unclear] BU 21
Dunbar U3

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UNION PROPOSAL
Bargaining Units: All
Date: _____

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Article and Section No: 5.XX

The Union proposes the following new section:

5. XX Joint Labor/Management Committee – State Human Resources Modernization Project

The Union and the State agree to establish a Joint Labor/Management Committee (Committee) to discuss and provide recommendations to the Union and the State concerning the Human Resources Modernization Project (Project) and its potential impact on employees.

Topics of discussion may include:

- Workforce Planning
- Classification
- Compensation
- Recruitment/Selection
- Performance Management

The Committee shall consist of ten (10) members, five (5) selected by the Union and five (5) selected by the State. Each party shall select an individual to serve as co-chair. The Committee by mutual agreement shall determine its meeting schedule, ground rules and

John Chom

*Margaret
Mullins
Bridget
Lyerla
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Jesse
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*Wash
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J. L. Woodhead
BUT
ADNUNCA BUS*

agenda and shall commence meeting as soon as possible after ratification of this Contract, and shall meet at least monthly thereafter.

Employees shall suffer no loss in compensation for serving on the Committee.

It is not the intent of this section to limit the ability of the State and the Union to otherwise address particular issues concerning areas generally falling within this section.

This Section is subject to and does not supersede the provisions of Articles 14.1 Classification Changes and 24.1 Entire Agreement.

Margaret Medel BUD
Rafaela BUD
Broadwell Unit 11
N. Lyerla BU 17
J. [unclear] Unit 15
Lang [unclear] #4
W. [unclear] Unit 7 14
J. Lawhead BU 21
Quinn BU 3

John Chapman



UNION PROPOSAL
Bargaining Units: All
Date: _____

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Article and Section No: 6.1

Packaged Proposal #5

The Union proposes that no changes be made to the following section:

6.1 Purpose

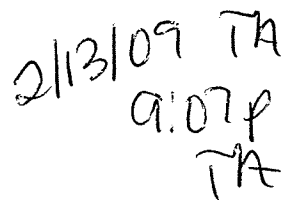
A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

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A. [Signature] BU 10
Brid with unit 14
Lynette #4
Nancy BU 17
Margaret Muland BU 1
J Lawhead BU 21
Dunne U3

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Packaged Proposal #4

6.2 Definitions

- F. A grievance conference is a meeting that can be held at any step of the grievance process in attempt to settle the grievance.



UNION PROPOSAL
Bargaining Units: All
Date: _____

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Article and Section No: 6.3

Packaged Proposal #5

The Union proposes that no changes be made to the following section:

6.3 Time Limits

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

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Bredwillis unit 14
Lan [Signature] #4
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M [Signature] Muddmad BU 21
J [Signature] BU 21
D [Signature] BU 23

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Packaged Proposal #5

6.4 Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure.

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Wanda
Karo
Jenny 14
UP
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Manga Medal BUI
Laughhead BU 21
Danna U3
John Chapman.



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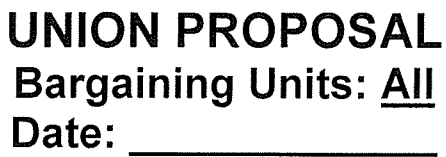
The Union proposes the following changes to the following section:

At any step of the grievance procedure, the State representative, grievant(s), Union Representative or the Union Steward may request a grievance conference. The grievant(s) and steward(s) shall attend without loss of compensation. ~~may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a Union steward, or both, may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step.~~

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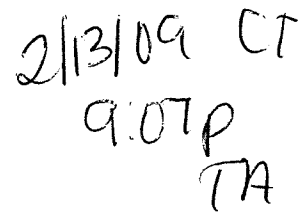
The Union proposes no changes to the following section:

6.6 Informal Discussion

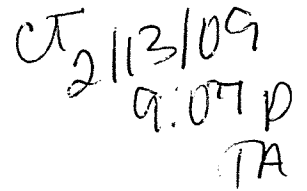
An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days the immediate supervisor shall give his/her decision or response.

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Jag Bunker #4
Nigeria BU 17
5-15
Mangrove mo' BU 21
Rawhead BU 21
Dunroa U3

Julia Chapman



the first formal level of appeal shall respond in writing to the grievant grievance. A copy of the written response shall be sent concurrently



John Chapman



UNION PROPOSAL
Bargaining Units: All
Date: _____

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Article and Section No: 6.9

Packaged Proposal #5

The Union proposes no changes be made to the following section:

6.9 Formal Grievance – Step 3

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the DPA or designee. The Union shall concurrently send a copy of the grievance appeal cover letter to the affected department(s).
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the DPA or designee shall respond in writing to the grievance.

Handwritten notes:
Kumar
Unit 14
Bridgette
Unit 14
Lyerla BU17
J. L. 475
Margarita Maldonado BU21
Lawhead BU21
Dunkle 43

John Chapman



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Packaged Proposal #5

6.10 Response

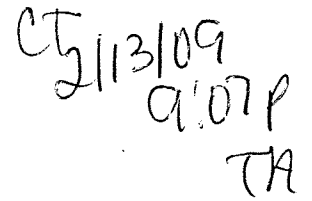
If the State fails to respond to a grievance within the time limits specified for any step, the grievant shall have the right to appeal to the next step.

[Handwritten notes:]

- Wanda over BVW
- all right
- Birdy Weller UNIT 11
- Jay Baker #4
- N Lynda BU 17
- 5 Unit 13 U-75
- Margaret Mulla BU 01
- J Rawhead BU 21
- (Y) Ursula U 3

John Chapman





to meet and alternately strike names until only one name remains and
this person shall be the arbitrator

[Handwritten signatures and notes:]
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John Chapman



UNION PROPOSAL
Bargaining Units: All
Date: _____

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17A

Article and Section No: 6.12

Packaged Proposal #4

The Union proposes the following changes be made to the following section:

6.12 Grievance Review

Upon request of either party, the State and Union shall meet monthly with the Union in an attempt to settle and resolve grievances. The parties shall agree at least two (2) weeks prior to each meeting on the agenda and who shall attend.

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Rafael
AM...
Bridgette
N Lyerla BU 17
J about 3 4-15
Mugato Malden BU 1
g Lawhead BU 21
Dunne BU 23
Julie Chapman



UNION PROPOSAL
Bargaining Units: All
Date: _____

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MA

Article and Section No: 6.13

Packaged Proposal #5

The Union proposes that no changes be made to the following section:

6.13 AWOL Hearing Back Pay

In any hearing of an automatic resignation (AWOL) pursuant to Government Code section 19996.2, the hearing officer shall have the discretion to award back pay. Once adopted by the DPA, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this Contract, nor may it otherwise be appealed to a court of competent jurisdiction. This provision does not alter or affect the right to bring a legal challenge or appeal of the other aspects of the hearing officer's decision as provided in law. This does not otherwise limit or expand any other authority of the hearing officer under Government Code 19996.2.

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Bridgette unit
N. Lyndy BU 77
Jahnet BU 15
Margaret Mahmood BU 21
J. Lawhead BU 21
Dannica U3
[Signature]



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The Union proposes that no changes be made to the following section:

The parties agree to participate in a pilot program of an expedited (mini) arbitration process. The pilot program shall begin ninety (90) days after reaching a tentative agreement and continue for one year, after which it shall terminate unless extended by mutual agreement. The parties shall meet after reaching a tentative agreement to determine the procedures necessary to implement this pilot program.

- A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that this process shall be used at least four (4) times during the pilot period.
- B. The arbitrator shall be mutually selected by the parties; if the parties cannot agree upon an arbitrator, the parties shall request the State Mediation and Conciliation Service to furnish a list of nine (9) arbitrators. The parties shall alternately strike names until one arbitrator remains.

C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:

C. The arbitration shall be conducted according to the following rules
and the arbitrator shall be required to abide by them:

1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.
2. Prior to the arbitration, the parties must mutually agree to the questions to be placed before the arbitrator or the case will not proceed through this section.
3. Only the grievant, his/her union representative, appropriate steward, and one witness and no more than four (4) management representatives may appear at the hearing. Each party will designate no more than two (2) spokespeople per case to make an oral presentation.
4. The arbitrator shall make his/her decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions and each side waives the right to cross-examine the other. There shall be no stenographic record or transcripts.
5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.
6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, or any agreements supplementary thereto, but shall limit the decision to the application of the Contract to the facts and circumstances at hand.

John Chapman

8. The parties are limited at the expedited arbitration to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process and either party may also introduce new documents or facts provided that such materials are submitted to the other party at least ten (10) days prior to the hearing.
- D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.

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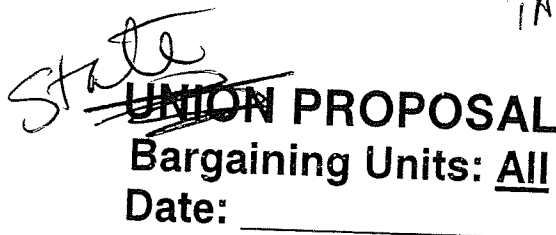
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The Union proposes the following changes be made to the following section:

7: 

A. Full-time and part-time employees, except civil service exempt Unit 3 employees in the Department of Education (DOE), shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.

B. Effective March 1, 2009, ~~H~~olidays shall include January 1, the third Monday in January, ~~February 12,~~ the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, ~~the second Monday in October,~~ November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. A The holidays are observed on the actual day they occur with the following exceptions:

1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
3. If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this article. An employee shall receive compensation for only the observed or actual holiday, not both.

C. Upon completion of six (6) months of his/her initial probationary period in State service, a full-time or part-time employee shall be entitled to three (3) one

D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis.

E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.

F. When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If an employee is required to work on an observed holiday, the employee shall be compensated at a premium rate in accordance with paragraph G, I or J below.

5. When a full-time employee in WWG 2 is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and one and one-half (1-1/2) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion.

H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.

Jada Chazman

On 3 Jan 1985

- I. WWG E or SE Employees: When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.
- J. Part-time employees in WWG 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph K below, and one and one-half the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion.
- K. Employees in WWG 2 who are required to work overtime on a holiday shall be paid for all hours worked in excess of forty (40) hours in a regular workweek in accordance with the provisions of section 19.2, in addition to the premium rate described in paragraph G or J above.
- L. Employees shall receive compensation for holidays in accordance with the following:

Handwritten notes and signatures:

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Margaret Malden

Unit #4

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John Chyn

Chart for Computing Vacation, Sick Leave and Holiday Credits for all Fractional Time Base Employees
Supersedes Accrual Rates in Management Memorandum 84-20-1

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP									HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT	BEREAVEMENT HOURS OF MONTHLY EDUCATIONAL LEAVE	Hours of Monthly Educational Leave BU 21 Only
	7	10	11	12	13	14	16	17	18			
	6.3	9	9.9	10.8	11.7	12.6	14.4	15.3	16.2	SL/HOL 8	8	10
9/10	6.3	9	9.9	10.8	11.7	12.6	14.4	15.3	16.2	7.2	7.2	9.0
7/10	4.9	7	7.7	8.4	9.1	9.8	11.2	11.9	12.6	5.6	5.6	7.0
3/10	2.1	3	3.3	3.6	3.9	4.2	4.8	5.1	5.4	2.4	2.4	N/A
1/10	0.7	1	1.1	1.2	1.3	1.4	1.6	1.7	1.8	0.8	0.8	N/A
7/8	6.13	8.75	9.63	10.5	11.38	12.25	14	14.88	15.75	7	7	8.75
3/4	5.25	7.5	8.25	9	9.75	10.5	12	12.75	13.5	6	6	7.50
5/8	4.38	6.25	6.88	7.35	8.13	8.75	10	10.63	11.25	5	5	6.25
1/2	3.5	5	5.5	6	6.5	7	8	8.5	9	4	4	5.0
3/8	2.63	3.75	4.13	4.5	4.88	5.25	6	6.38	6.75	3	3	N/A
1/4	1.75	2.5	2.75	3	3.25	3.5	4	4.25	4.5	2	2	N/A
1/8	0.88	1.25	1.38	1.5	1.63	1.75	2	2.13	2.25	1	1	N/A
4/5	5.6	8	8.8	9.6	10.4	11.2	12.8	13.6	14.4	6.4	6.4	8.0
3/5	4.2	6	6.6	7.2	7.8	8.4	9.6	10.2	10.8	4.8	4.8	6.0
2/5	2.8	4	4.4	4.8	5.2	5.6	6.4	6.8	7.2	3.2	3.2	N/A
1/5	1.4	2	2.2	2.4	2.6	2.8	3.2	3.4	3.6	1.6	1.6	N/A

An employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

M. Holiday Credit may be requested and taken in fifteen (15) minute increments.

N. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.

O. Upon termination from State employment, an employee shall be paid for unused holiday credit.

P. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's

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John Chozm

scheduled workday, the employee shall have the option to request the use of annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.

Q. ~~The parties will jointly develop a holiday compensation training program for departments.~~

Julia Chopin

SEIU T/A
Margaret Melton
from Rick #4
Adrian #1
Katherine #2
Bridgette
Ben 11
Sue
L. Hunt 117
Danaa Bu3
J. 3 475

Rollover per 2/13/09 State package

ARTICLE 8 – LEAVES

8.1 Vacation/Annual Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following month as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
241 months and over	14 hours per month

- B. Employees may elect to enroll in the Annual Leave program to receive annual leave credit in lieu of vacation and sick leave credits. Enrollment into and out of the Annual Leave Program will occur annually during an open enrollment period during the month of April. All enrollments must be received by the employee's personnel office from April 1 to April 30. The effective date of the election shall be the first day of the June pay period.

- C. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

1 month to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
241 months and over	18 hours per month

- D. Employees who elect to move to the vacation and sick leave programs will have their accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as of the effective date of this agreement.
- E. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn Vacation/Annual Leave credits as set forth above under subsection A above or C respectively. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- F. Part-time and hourly employees shall accrue proportional Vacation/Annual Leave credits, in accordance with the chart shown in section 7 L of this Contract.

- G. Vacation/Annual Leave accrual for employees in multiple positions will be computed by combining all positions, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- H. Annual Leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.2, Sick Leave, of this Contract.
- I. Workweek Group 2 employees may take Vacation/Annual Leave credits in fifteen (15) minute increments.
- J. Work Week Group 2 employees are authorized to use existing fractional Vacation/Annual Leave hours that may have been accumulated.
- K. Subject to operational needs, the time when Vacation/Annual Leave shall be taken by the employee shall not be unreasonably denied. Employee Vacation/Annual Leave requests shall be submitted and granted or denied in writing in a timely manner. Vacation/Annual Leave can only be cancelled when unanticipated operational needs require it.
- L. Vacation/Annual Leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same Vacation/Annual Leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred Vacation/Annual Leave period in order of seniority (defined as total months of State service in the same manner as Vacation/Annual Leave is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation/Annual Leave schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.
- M. If an employee does not use all of the Vacation/Annual Leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued Vacation/Annual Leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued Vacation/Annual Leave hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking Vacation/Annual Leave until December 31 because of sick leave; or (5) was on jury duty.
- N. By June 1 of each calendar year those employees whose Vacation/Annual Leave balance exceeds, or could exceed by December 31, the Vacation/Annual Leave cap of subsection M must submit to their supervisor for approval a plan to use Vacation/Annual Leave to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient Vacation/Annual Leave to reduce the employee's Vacation/Annual Leave balance or potential balance on December 31 below the cap specified in subsection M.

- O. Upon termination from State employment, the employee shall be paid for accrued Vacation/Annual Leave credits for all accrued Vacation/Annual Leave time.
- P. An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation credit on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.



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~~UNION~~ PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 8.2

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The Union proposes the following changes be made to the following section:

8.2 Sick Leave

A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:

1. Illness or injury, including illness or injury relating to pregnancy;
2. Exposure to a contagious disease which is determined by a physician to require absence from work;
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.

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C. Credit for less than full-time employees shall be computed as follows:

1. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in article 7.1(L).
2. Multiple positions under this rule:

2. Multiple positions under this rule:

- a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
- b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for [eight (8) hours per pay period] full-time employment credit.

- b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for [eight (8) hours per pay period] full-time employment credit.

D. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:

1. The employee has a demonstrable pattern of sick leave abuse;
or
2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.

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2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.


F. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

G. Sick leave may be accumulated without limit.

H. Sick leave may be requested and taken in fifteen (15) minute increments.

I. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently

- ~~SAN TIA~~
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UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

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Danaa
Kerry Shou
Jim
John
Ken
Pamela Handel
Pg 321

Article and Section No: 8.3

Proposal No.: 3

The Union proposes the following changes be made to the following section:

8.3 Bereavement Leave

A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of his/her aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or immediate family members of domestic partners as defined in paragraph A above. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The

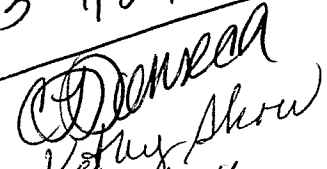
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employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

- C. If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.
- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the sick leave provision of this Contract in section 8.2 and ~~8.2.21~~. Any such request shall not be arbitrarily or unreasonably denied.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base (See schedule in article 7.).

TA 11:43am
9/26/08



11:43 9/26/08 TALg

 Kathy Shou
 Jimmy Hoffa
 John W. Kern
 Pamela Bandel



UNION PROPOSAL
Bargaining Units: All
June 10, 2008

HOLIDAY LUN
10 Jun 08
1056

Article and Section No: 8.4

Proposal No.: 1

The Union proposes no changes be made to the following section:

8.4 Parental Leave

A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery there from or care for the newborn child for a period not to exceed one year. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

B. A male spouse or male parent or domestic partner (as defined in accordance with Family Code section 297), who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one year to care for his/her newborn child. The employee shall provide medical substantiation to support his/her request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

et 10/08
2:56
jeanette

James K. Kelley BU 11
N. L. L. BU 17

TA'd 12:56
G. J. Shuler BU 15
M. J. Bu 14
J. J. Lawhead BU 21
R. J. R. BU 20

C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.

D. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

Key Order # 4

6/10/08

TAID 12:56
Dymea BU3
Judy Lawhead BU21
Richard BU20
Sally Charles BU15
M. H. BU11
Connie Kearney BU11
Lynelle BU17
Margaret Medda U1



UNION PROPOSAL
Bargaining Units: All
June 10, 2008

HOLIDAY INN
10 Jun 08
1056

Article and Section No: 8.5

Proposal No.: 1

The Union proposes that no changes be made to the following section:

8.5 Adoption Leave

A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one year. The employee may be required to provide substantiation to support the employee's request for adoption leave.

A. During the period of time an employee is on adoption leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

B. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

Handwritten:
Karl Sanders
6/10/08
10:57 a.m.

Handwritten list of names and bargaining units:
Lynn Perkins #4
Connie Kabeary BU 11
Nancy & Zephira BU 17
Margaret Melton BU 1
M. J. BU 14
R. J. BU 20
Jury Lawhead BU 21
Donna BU 3
Betty Charles BU 15



UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 8.6

TA
2/12/9
9:07 PM

The Union proposes the following changes be made to the following section:

8.6 Union Leave

A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council representative, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. Union leave may also be granted during the term of this Contract at the discretion of the affected department head or designee in accordance with the following:

1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.

2. Any denial of union leave must be made in writing to the Union, with an explanation for the denial.

3. The Union leave request form shall be signed by either the SEIU Local 1000 President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to the DPA.

A Union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

Julia Choy

Handwritten notes and signatures on the left margin:
K. Brown
B. Williams
UNIT 11
J. Smith
UNIT 3
N. Lyerla
BU 17
A. Smith
UNIT 7
J. Lawrence
BU 21
M. Medina
BU 1
D. Medina
BU 3

5. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-five percent (35%) of the affected employee's salary, for all the time the employee is off on a Union leave, within sixty (60) days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process.
6. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
7. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
8. Employees on a Union leave shall suffer no loss of compensation or benefits.
9. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and IDL.
10. In the event an employee on a Union leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

Special Union Business Events

The State agrees to release employees on union paid leave for elected representatives (or alternates when applicable) in

Handwritten notes and signatures on the left margin:
K. Williams
UNIT 11
J. [unclear]
N. Lyerla
BU 17
A. [unclear]
BU 14
B.
J. Lawhead
BU 21
M. [unclear]
BU 1
D. [unclear]
BU 3

Handwritten signature on the right margin:
John Clayton

accordance with A2 through A10 above to attend the following governance meetings:

1. SEIU Local 1000 Council (Quarterly)
2. Statewide Bargaining Advisory Committee (Quarterly)
3. General Council Meeting (once every three years)

The Union shall provide a calendar of the above events to the State each year by January 15 to facilitate the ability of the State to release these representatives on the scheduled dates. Requests by the Union for representatives to attend these events may not be unreasonably denied.

Handwritten notes:
 Anna Jones
 Brad Willis UNIT 11
 Unit 3 u75
 N Lyela BU 17 unit 74
 J Lawhead BU 21
 Margie Malah BU 21
 Denise BU 3

Handwritten signature:
 John Chapman

MANAGEMENT PROPOSAL

6:08 PM
6/10/08

Bargaining Unit:

Date: _____

Exclusive Representative:

Subject: Article 8

The State proposes to roll over the following Section:

8.7 Unpaid Leave of Absence

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
1. Union activity;
 2. For temporary incapacity due to illness or injury;
 3. To be loaned to another governmental agency for performance of a specific assignment;
 4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
 5. Education;
 6. Research project
 7. Personal or family matters; or
 8. Run for public office.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee:
1. At the expiration of the leave; or
 2. Prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

To
Sanderis
#10 10:53
6/10/08

Lawhead
Coning
Kobeen
Bu 11
Bu 14
Medina
Bu 17
Bu 15
Bu 3
#4
Bu 17



UNION PROPOSAL
Bargaining Units: All
June 10, 2008

June 10, 2008
12:36 pm

Article and Section No: 8.8

Proposal No.: 1

Union
[Signature]

The Union proposes the following changes be made to the following section:

BUB
M. Wilson
BU 1

8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave)

N. Lyle
BU 17

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), brother, sister, or other person residing in the immediate household.

[Signature]
[Signature]
[Signature]
BU 1

R. [Signature]
[Signature]
BU 15
[Signature]
[Signature]
[Signature]
BU 21

B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic

10/10/08
4:50 PM
J. Sanders

partner (as defined in accordance with Family Code section 297), spouse's or domestic partner's parent, brother, sister, or other person residing in the immediate household.

C. For the purposes of transferring leave credits the following definitions shall apply:

TAld 6-20-08
4:50pm

[Handwritten signatures and initials]
BUI 1
BUI 17
BUI 11
BUI 15

[Handwritten signatures and initials]
BUI 4
BUI 20
BUI 21

[Handwritten signature]
6/20/08

1. Sick leave credits cannot be transferred;
2. The receiving employee has exhausted all leave credits;
3. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation or annual leave; Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4 Personal Days – Special Schools except that such transferred days shall be credited as personal days;
4. Personal holiday must be transferred in one day increments (Personal holiday donations shall be made pursuant to the donating employee's time base.);
5. Transfer of annual leave, personal leave, vacation, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
6. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
7. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed

based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

8. This section is not subject to the grievance, arbitration and AWOL procedures article of the Contract.

TAld 6/20/08
4:50 pm

~~Donna~~ Bul3
Margaret Wilson BA1

Lyerla BU17
Carolyn Daniels BA

Conrad Bulley BU11

Roby Shutes BU15

Mr. [unclear] BU14

Rodney [unclear] BU20

De [unclear] BU21

J Sanders
4/20/08



UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 8.9

Proposal No.: 3

The Union proposes that no changes be made to the following section:

8.9 Catastrophic Leave - Natural Disaster

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation, personal leave, annual leave, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with departmental policies, under the following conditions:

A. Sick leave credits cannot be transferred;

B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;

C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;

D. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation. ~~Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4, Personal Days - Special Schools except that such transferred days shall be credited as personal days;~~

1A
7/11/00
3:23 9/23/08
on
Rushmore
Tokyo
XCarroll
Brooklyn
Lynn
W. L. L.
Mull
D. D.
R. J.

ra
J. J.
3:23pm
9/23/08

- E. Personal holiday must be transferred in one day increments.
(Personal holiday donations shall be made pursuant to the donating employee's time base);
- F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;
- G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;
- H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;
- I. This section is not subject to the grievance, arbitration and AWOL procedures article of this Contract.

TA 3:23
SEW 9/23/08
Morgan Medmal
Brodwick
L. Cantel
For Burt
anesthetist
Danaa
Ramon
Kauhael

ta
JS
3:23 PM
9/23/08

Management Proposal

CT
2/13/09
9.07 P
TA

Bargaining Unit All

Date: _____

Exclusive Representative: SEIU

The state proposes these changes the following section:

8.10 Release Time for State Civil Service Examinations

- A. Employees who are participating in a State civil service examination shall be granted - reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change or shift modification request from an employee when an exam is outside of the employee's normal work schedule. who is scheduled to work a graveyard shift or the first watch on the day of a State Personnel Board examination.
- B. Authorized release time for reasonable travel time to and from the examination site may shall be granted by the department. In cases where the examination site is in another city, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane versus ground transportation) and that results in the least disruption to the employer.
- C. This sub-section applies to Unit 14, 15, 17 (level of care), and 20 (level of care) only. Reasonable time off shall include time to wash up or shower, and change clothes at or within close proximity of the worksite.
- D. Costs associated with travel will not be paid by the State.

[Handwritten signatures and notes:]
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Unit 97
Unit 98
Unit 99
Unit 100

2:00 pm
06/20/08

MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table

DATE: _____

Exclusive Representative: SEIU

Subject: Article 8, Section 8.11

8.11 Release Time for State Personnel Board Hearings (Excludes Unit 17)

- A. Upon two (2) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either:
1. A party to the hearing proceedings, e.g., an appellant; or
 2. Is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board.
- B. The State shall attempt to accommodate a shift change request from an employee involved in 1 or 2 above on the day of a State Personnel Board hearing.

4:37 PM
J. Sanders
JA
6/20/08

TA'd
Doreen Bul3
Toby Shales Bul5
N. Lyster Bul7
Rouenne Lick Bul1
Connie Fabian Bul11
Terry Rowhead Bul21
Lynn Fink #4
Renee Bul20
M. J. Bul14



UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 8.12

Proposal No.: 1

The Union proposes no changes be made to the following section:

8.12 Leave Credits Upon Transfer in State Service

All employees shall, upon transfer in State service, transfer with all accumulated vacation, annual leave, personal leave, personal days, and sick leave credits.

9/15/08
J Sanders
10:47am

9/15/08 TA 10:47am

[Signature]
N. Loya BU 17
K. Jones BU 20
Brad Williams BU 11
Al [unclear] BU 14
G. [unclear] BU 15
C. [unclear] BU 1
D. [unclear] BU 6



UNION PROPOSAL
Bargaining Units: Unit 3

Date: _____

8/25/08
1:50 TAD
[Signature]
Kathy Snow
Tony Staff
John Ken
Pamela Hand

Article and Section No: 8.13

Proposal No.: 1

The Union proposes the following changes be made to the following section:

8.13 Court Appearance and/or Subpoenas

- A. If an employee is served with a subpoena which compels his/her presence as a witness and the employee is not a party to the legal action or an expert witness, the employee shall be granted a leave of absence with pay. Such pay shall be in the amount of the difference between the employee's regular pay and any amount he/she receives for such appearance. In no case shall this amount exceed the employee's regular pay.
- B. In the event an employee is a party to a legal action, the employee shall, upon reasonable notice and the approval of the immediate supervisor, be granted the use of his/her accrued CTO, personal leave, annual leave, vacation or unpaid leave.
- C. Upon request and subject to operational needs, an employee on an alternate work schedule or shift other than Monday – Friday, 8:00 a.m. to 5:00 p.m. may be placed on an existing work schedule or shift that coincides with the time he/she is required to be available in accordance with the provisions of A above.

TA 8/25/08
1:50pm
[Signature]
09 25 1

Management Proposal

1326

Bargaining Unit: SEIU Common Table

DATE: 9/23/08

Exclusive Representative: SEIU

Subject: Article 8, Section 8.14

8.14 Jury Duty

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. For employees with a work schedule other than a Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule, the State shall make a temporary change in the employee's work schedule to a 5/8/40 Monday through Friday work week for no less than one full week and, where necessary, additional full week increments until the employee is released from jury duty. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11.59 p.m. Saturday.
- B. Upon receiving notice or summons of jury duty, an employee shall immediately notify his/her supervisor and provide a copy of the notice or jury summons.
- C. If an employee receives jury fees, the employee is required to remit to the State jury fees unless the employee elects to use accrued vacation leave, annual leave or compensating time off on jury duty.
- D. For the purposes of the Section, "jury fees" means received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.
- E. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, provision B and C above apply.
- F. An employee summoned to jury duty who does not service for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

9/29/08
1:26
Sandi
ta

11/29/08
1:26
TAC

pm 1/24 BU4
Brod Willis BU 11
C.R. [unclear] BU 14
Marie Hardsa BU 1
Roly [unclear] 4-15
Dwayne [unclear]
Ramon [unclear] BU 20
Jenny Rawhead BU 24
Bund [unclear]
BU 17
BU 3



UNION PROPOSAL
Bargaining Unit: Unit 3
June 18, 2008

4:34
6-18-08
Pg 321

Article and Section No: 8.15

Proposal No.: 1

The Union proposes that no changes be made to the following section:

8.15 Personal Leave Program – Voluntary

The State shall continue a Voluntary Personal Leave Program (PLP) for bargaining unit employees. Employees may voluntarily participate in the personal leave program on a continuing basis.

- A. Each full-time employee subject to paragraph B shall be credited with eight (8) hours of voluntary personal leave on the first day of the following monthly pay period for each month in the Voluntary PLP.
- B. Each full-time employee participating in the Voluntary PLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to five percent (5%). In exchange, eight (8) hours of leave will be credited to the employee's Voluntary PLP monthly.
- C. Personal leave shall be requested and used by the employee in the same manner as vacation/annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation/annual leave. Personal leave shall not be included in the calculation of vacation/annual leave balances pursuant to article 8 (Leaves).

TA
9/26/08 11:40am

TA'd 9/26/08 11:40am

Kathy Shaw
John Ken
Annula Handel

- D. An employee may accumulate no more than two hundred forty (240) hours of voluntary personal leave. When an employee reaches two hundred forty (240) hours of personal leave or would exceed two hundred forty (240) hours of personal leave with further accumulation, he/she shall be removed from the Voluntary PLP.
- E. When an employee is removed from the Voluntary PLP, he/she may not participate for a minimum of twelve (12) months and he/she is not eligible to re-enroll until his/her balance is reduced to a maximum of one hundred twenty (120) hours.
- F. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance (DOF), for the PLP, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, DPA Deferred Compensation Program as permitted by federal and state law.

TA
9/26/08 11:40am
A

TA'd 9/26/08 11:40am
Densea
Ketur Skow
John Ken
Amela Handal

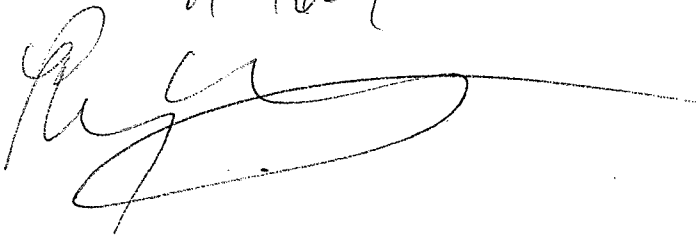
- G. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP.
- H. A State employee in the PLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the PLP not occurred.
- I. The PLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- J. The PLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- K. Part-time employees shall be subject to the same conditions as stated above, on a pro rated basis.
- L. The PLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- M. The PLP shall be administered consistent with the existing payroll system and the policies and practices of the SCO.

TA
9/26/08 11:46am
[Signature]

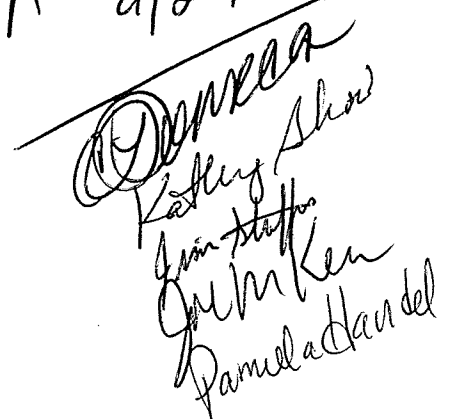
TA'd 9/26/08 11:46
[Signature]
Kathy Skov
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[Signature]
[Signature]
[Signature]

N. Employees on SDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the PLP for that month.

DA 9/26/08
11:46am



TA'd 11:46
9/26/08


Kathy Shaw
Jim Huffer
Jim Ken
Pamela Handell



UNION PROPOSAL
Bargaining Units: All
Date: _____

CT 2/13/09
9:07 P
TH

Article and Section No: 8.16

Packaged Proposal #4

The Union proposes the following changes be made to the following section:

8.16 Family Medical Leave Act (FMLA)

A. The State acknowledges its commitment to comply with the spirit and intent of the leave entitlement provided by the FMLA and the California Family Rights Act (CFRA) referred to collectively as "FMLA." The State and the Union recognize that on occasion it will be necessary for employees of the State to take job protected leave for reasons consistent with the FMLA. As defined by the FMLA, reasons for an FMLA leave may include an employee's serious health condition, for the care of a child, spouse, domestic partner (as defined in Family Code section 297), or parent who has a serious health condition, and/or for the birth or adoption of a child.

B. For the purposes of providing the FMLA benefits the following definitions shall apply:

1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;
3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;

Julia Chagnon

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- *Michelle...*
- *UNIT 11*
- *UNIT 4*
- *UNIT 17*
- *UNIT 15*
- *UNIT 3*
- *UNIT 21*
- *UNIT 3*

4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by section 8.8 of this Contract.

a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with section 8.8 and 8.2 of this Contract.

b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by section 8.8 of this Contract.

c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the

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 Margot Maldonado BU17
 Bruce W. Jones
 James 3-275
 Y. K. H. H. H. BU21
 @Dunne U3

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 John Chappin

employee's condition or eligibility for FMLA leave has changed. The reasons for the additional certification request shall be provided to the employee in writing.

D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.

7 E. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve (12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.

F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.

G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the DPA rules 599.608 and 599.609.

H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and



UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

1:48pm
1-8-09

Article and Section No: 8.17

Proposal No.: 2

The Union proposes the following changes be made to the following section:

8.17 Mentoring Leave

A. Eligible employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.

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B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting "mentoring leave." For example, if an employee requests two (2) hours of "mentoring leave," he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the "mentoring leave." "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.

C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor

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with verification of personal time spent mentoring from the mentoring organization.

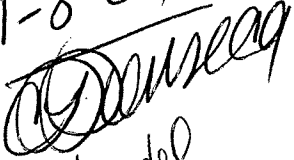
D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.


E. In order to be eligible for "mentoring leave," an employee must:

1. Have a permanent appointment;
2. Have successfully completed their initial probationary period; and
3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor's Mentoring Partnership California Mentor Program Directory, under the guidance of the ~~Governor's Office~~, for a minimum of one school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)

F. An employee is not eligible to receive "mentoring leave" if:

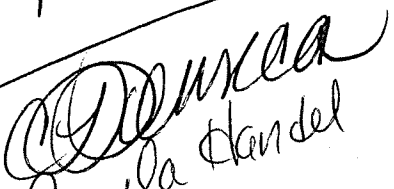
1. He or she is assigned to a "post" position in the CDCR; or
2. He or she works in a level of care position in the DDS, DMH, DOE or Veterans' Affairs (CDVA).

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John Curry
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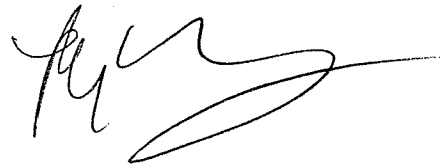
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- G. Permanent part-time and Permanent Intermittent (PI) employees may receive a pro-rated amount of mentoring leave based upon their time base. For example, a half time employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to one hundred sixty [160] hours) to earn 3.3 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in article 6 of this Contract.

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Jesse Com
John Ken
Henry Bennett

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UNION PROPOSAL
Bargaining Units: All
June 10, 2008

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Article and Section No: 8.18

Proposal No.: 1

The Union proposes that no changes be made to the following section:

8.18 Work and Family Participation

A. Family Activity

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or nonschool family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating. However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act (Labor Code section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating. Family is defined as the employee's son, daughter, or any child the employee stands in loco parentis (to the child). Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

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12:58 6/10/08

Connie Kalany BU 11
Nancy Z. Lytle BU 17
Margaret BU 14

TA'd 12:58 6/10/08
Donna Bus BU
Lynne Lawhead BU
Ruth BU 20
Kathy Charles BU 1
M. M. BU 14

B. Family Crisis

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave. Family is defined as the parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household. If eligible, any family crisis leave that meets the definition of serious health condition will run concurrently with section 8.16 of this Contract, Family and Medical Leave Act. The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract. Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor. The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

6/10/08

JS

Lab Park #4
 Carmo Kabecany BU #11
 Nancy Z Lyeola BU 17
 Margat Med. 14

Donna BU 3
 Terry Lawhead BU 21
 Regina BU 22
 Kelly Charles BU 15
 Mr. Ju BU 14



UNION PROPOSAL
Bargaining Units: All
June 9, 2009

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6/9/08

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Article and Section No: 8.19

Proposal No.: 1

The Union proposes that no changes be made to the following section:

8.19 Paid Time Off – Precinct Election Board

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in DPA rule 599.930, an employee may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

J. Sanders
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Quincea BU3
Charles BU15
John Head BU21
Ruthie CHAIR UNIT 20
7.14
Mary BU
Connie Kaley BU 11
N. L. Lera BU 17
John BU 4



UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 8.20

Proposal No.: 2

The Union proposes the following changes be made:

8.20 Blood Donation Programs

Bargaining unit employees who donate blood, plasma, platelets and other blood products to certified donation centers may be allowed reasonable release time without loss of compensation when donations are made either at or in close proximity to the work site. Donation verification shall be provided upon request.

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Jerry Lawhead
Goby Shuler
K. Cowart
Brandon
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UNION PROPOSAL
Bargaining Unit: 3
Date: _____

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Article and Section No: 8.21.3

The Union proposes the following changes be made to the following section:

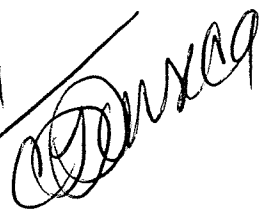
8.21.3 9-12, 10-12, and 11-12 Leave (Unit 3)

A. A department head may, upon request of an employee, grant a leave of absence:


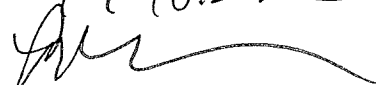
1. Not to exceed ninety-five (95) calendar days to permanent or probationary civil service employees or
2. Not to exceed any three (3) pay periods during the period designated by the department head for release from performance of duties to full-time permanent or probationary employees. These need not be consecutive pay periods. Such leaves shall be without pay for persons employed and paid under the provisions of DPA regulation 599.666 and with deferred pay for persons employed and paid under the provisions of DPA regulation 599.667.

B. Leaves of absence granted under the provisions of these rules shall be counted as qualifying service for merit and special in-grade salary adjustments, for seniority and for computation of months of total State service to determine changes in the monthly credit for vacation/annual leave. For all other purposes, leaves of absence granted pursuant to this section shall not be counted as qualifying service.

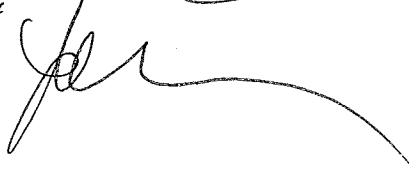
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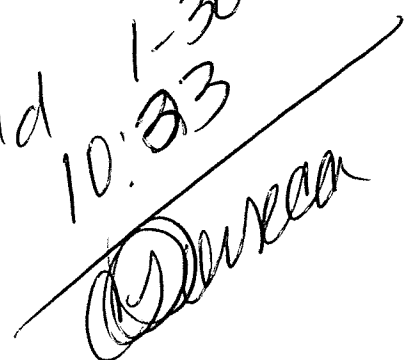
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- C. All Unit 3 employees, except exempt teachers of the CDE DOE, may request to utilize the 9-12, 10-12 or 11-12 plan.
- D. Affected departments will make every reasonable effort to grant 9-12, 10-12, 11-12 leave to qualified employees and 9-12, 10-12 or 11-12 leave plan requests shall not be unreasonably denied. Any denial will be accompanied by a reason in writing.
- E. An employee returning from 9-12, 10-12, or 11-12 leave shall have the right to return to his/her former position. Every reasonable effort will be made to return the employee to the same position.
- F. For CDCR-DAI & DJJ employees on a 220 or equivalent day academic year, the following restrictions apply:
1. Employees on the 220 or equivalent day schedule may not utilize the 9/12 option.
 2. Prior to utilizing 10/12 or 11/12 leave the employee must apply and pay in advance so that each month of leave has been paid for by monthly pay reduction. Monthly pay will be reduced by 1/6 for a 10/12 and 1/12 for an 11/12 leave.
 3. 10/12 leaves may be for non-consecutive pay periods.
 4. Before approval for the 10/12 or 11/12 option, the employee will sign an agreement assenting to the 1/12 or 1/6 reduction in monthly pay and identifying the month or months to be taken off. The employee will also indicate understanding that a reconciliation will take place at the conclusion of the twelve (12) month period to account for actual


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days worked. This reconciliation could result in the employee owing money to the State or the State owing money to the employee because of the variation in number of work days in the months of the approved academic calendars in DAI and DJJ. Any debt owed by the employee will be repaid according to the State Accounting Manual.

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8. NEW Voluntary Personal Leave Program (VPLP) Opt Out

Upon ratification of this agreement by the parties, there will be a sixty (60) day window for employees currently participating in the VPLP to modify their participation or to opt out of the program. ~~Those opting out would be prohibited from participating in the VPLP again until July 1, 2010.~~

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UNION PROPOSAL
Bargaining Units: Unit 3
Date: _____

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Article and Section No: 9.1.3

Packaged Proposal #43:27pm

The Union proposes to delete the following section and adopt 9.1 attached:

~~9.1.3 Health Benefit Plans (Unit 3)~~

~~Health Benefit Plans~~

~~1. Health Program Description~~

~~Effective July 1, 2006, the State will pay the following employer health contributions. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.~~

- ~~a. The State shall contribute three hundred two dollars (\$302) per month for coverage of an eligible employee. (Party code one)~~
- ~~b. The State shall contribute six hundred six dollars (\$606) per month for coverage of an eligible employee plus one dependent. (Party code two)~~
- ~~c. The State shall contribute seven hundred eighty-eight dollars (\$788) per month for coverage of an eligible employee plus two (2) or more dependents. (Party code three)~~

~~Upon approval of funding by the Legislature and ratification by the Union, and effective no sooner than January 1, 2007 and January 1, 2008, the employer health benefits contribution for each employee shall be a flat dollar amount equal to eighty percent (80%) of the weighted average of the Basic health~~

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~~benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional flat dollar amount equal to eighty percent (80%) of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied. In the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.~~

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~~2. Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a two (2) year vesting schedule for the employer health contribution for dependents as follows:~~

- ~~a. Fifty percent (50%) of the normal employer dependent portion of the contribution upon initial enrollment;~~
- ~~b. Seventy-five percent (75%) of the normal employer dependent portion of the contribution upon completion of twelve (12) months of service; and~~
- ~~c. One hundred percent (100%) of the normal employer dependent portion of the contribution upon completion of twenty-four (24) months of service.~~

~~3. The parties agree to work cooperatively with PERS and the health plans to control premium increases.~~

~~4. Health Benefits Eligibility~~

~~a. Employee Eligibility~~

~~i. For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.~~

~~b. Permanent Intermittent (PI) Employees~~

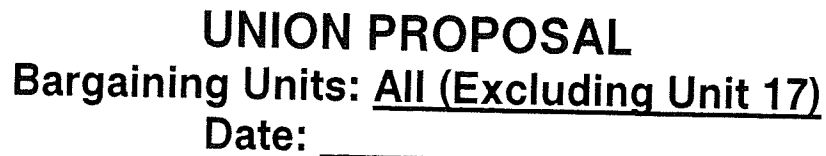
~~i. Initial Eligibility — A PI employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.~~

~~ii. Continuing Eligibility — To continue health benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.~~

~~c. Family Member Eligibility~~

~~For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).~~

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9.1 Health Benefit Plans (Excluding Unit 17)

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<u>Single</u>	<u>2-Party</u>	<u>Family</u>
<u>\$13.78</u>	<u>\$29.96</u>	<u>\$43.72</u>

Only employees enrolled in a qualifying plan on January 1, 2009, shall be eligible. Enrollments or health plan changes that take place after January 1, 2009, including retroactive transactions, shall not establish eligibility.

2. Effective January 1, 2010, the State agrees to pay an additional monthly health benefit premium contribution that is in addition to the employer premium contributions calculated in accordance with sub-section A. above, for employees enrolled in any CalPERS-administered health benefit plan where the employee's share of the premium increases from 2009 to 2010. The additional employer premium contribution shall be calculated on a weighted average basis using the health benefit plan enrollments of January 1, 2009.

Only employees enrolled in a qualifying plan on January 1, 2010, shall be eligible. Enrollments or health plan changes that take place after January 1, 2010, including retroactive transactions, shall not establish eligibility.

C. B. Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a one year vesting schedule for the employer health contribution for dependents as follows:

1. Fifty percent (50%) of the normal employer dependent portion of the contribution upon initial enrollment;

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Unit 14

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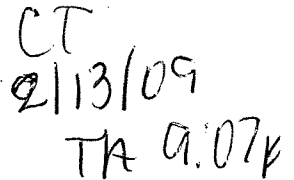
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3. Family Member Eligibility - For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

SEUT/A
Margaret
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C. [unclear]
R. [unclear] 1400
B. [unclear] Bu 11
L. [unclear] Bu 2
J. [unclear] Bu 3
J. [unclear] 475

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The Union proposes the following changes be made to the following section:

9.2 Dental Benefit Plans (Excluding Unit 17)

A. Contribution Amounts

1. Effective January 1, 2009 ~~2006~~, the State agrees to pay the following contributions for dental benefits. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by the DPA.

- a. The State shall pay up to thirty-six dollars and five cents (\$36.05) ~~thirty-five dollars four cents (\$35.04)~~ per month for coverage of an eligible employee.
- b. The State shall pay up to sixty-three dollars and eighty-four cents (\$63.84) ~~sixty-one dollars seventy-three cents (\$61.73)~~ per month for coverage of an eligible employee plus one dependent.
- c. The State shall pay up to ninety-two dollars and eighty-one cents (\$92.81) ~~eighty-nine dollars fifty-five cents (\$89.55)~~ per month for coverage of an eligible employee plus two (2) or more dependents.

2. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed twenty-five percent (25%) of the total premium.

B. Employee Eligibility

B. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and ~~9.1.3~~ of this Contract.

C. Family Member Eligibility

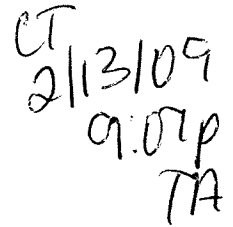
Family member eligibility for dental benefits is the same as that prescribed for health benefits under section 9.1 and ~~9.1.3~~ of this Contract.

D. Coverage During First twenty-four (24) Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50) mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

Union
Ruth Ann Burr
Bruce Willis Burr
Margaret Melnick Burr
James Rawhead Burr
Charles Burr
Diana #3
Union unit 4

John Chapman



Contract.

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unified
Bondville Union
~~Jan Bond #4~~
~~Stacy #4~~
Margie
Frank Maldon Bud
Dunneca U3

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Packaged Proposal

The Union proposes the following changes be made to the following section:

9.4 Rural Health Care Equity Program

~~Effective July 1, 2001, t~~The State shall continue a Rural Health Care Equity Program for bargaining unit members, which may be administered in conjunction with a similar program for State employees in other bargaining units, for excluded employees, and for annuitants. The DPA shall administer any fund involving bargaining unit members.

1. The program shall operate in the following fashion:

a. The State shall contribute one thousand five hundred dollars (\$1500) per year on behalf of each bargaining unit member (employee) who lives in a defined rural area, as more definitely described in Government Code section 22877.

(1) For bargaining unit members payments shall be on a monthly basis.

(2) For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.

Julien Chopin

- b. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
- c. The money shall be available for use as defined in Government Code section 22877.
- d. A Rural Healthcare Equity Program will be established with a separate account for bargaining unit members, as one of several similar accounts.
- e. Each unit employee shall be able to utilize up to one thousand five hundred dollars (\$1500) per fiscal year, pursuant to Government Code section 22877, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1(b) is applicable here.
- f. If an employee does not utilize the complete one thousand five hundred dollars (\$1500) pursuant to the procedures and limitations described in Government Code section 22877, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the one thousand five hundred dollars (\$1500), but again according to the procedures and limitations in the statute. The monies in

UNION
Richard Jones - 19920
Bud White Bu 11
and Jim Bu 14
Margaret Medley Bu 1
Lynn Hawhead Bu 17
N. Herla Bu 17
Charles Bu 17
W. Bu 14

Justin Chagnon

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- UNION
 + ~~Paul~~ Bull
 Brad Willis Bull
 C. K. Hunt Bull
 Mary Mulholland Bull
 Mary Kauhhead Bull
 Jerry Bull 17
 N. L. Sherle Bull 4
~~John~~ Hales Bull 15
 G. L. ~~Don~~ #3
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Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 9, Section 9.5

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 9.5.17 for Unit 17 and 9.5.21 for Unit 21.

9.5 Employee Assistance Program (EAP) (~~Excludes Unit 17 and Unit 21~~)

- A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.
- B. Each department head or designee shall designate an EAP Coordinator who shall arrange for programs to implement this section. Employees who are referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee using the EAP, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or State Disability Insurance. A list of all EAP Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.
- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
- D. Upon request by the Union, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.
- E. Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

Ta'd
11:34
Sander
6/17/08

Ta'd
11:34
11-17-08

Francine Pen & 4
Sally Shuler 15
Doreen Buz
Nancy Lyerla BU17

John Hawkin unit 1
Ruthie UNIT 20
Jerry Hawkhead U21
Albert R. Meyer BU14
Shirley BULL



UNION PROPOSAL
Bargaining Units: ALL
Date: _____

Article and Section No: 9.6

Proposal No.: 1

The Union proposes that no changes be made to the following section:

9.6 Pre-Tax of Health and Dental Premiums Costs

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State, and social security taxes are deducted. Employees, who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

9/16/08 Ta
J Sanders
1:37pm

9/15/08 TA
Dynexa
Shelley u-15 #1
Brynn #4
Nigela BU 17
Wendy BU 14
J Lawhead u 21
Brad Willis BU 1
Picasso

Management Proposal

Bargaining Unit: Common

Date:

Exclusive Representative: SEIU, Local 1000

Subject: Deferred Compensation Plans

3:30
9/23/08

9.7 Pre-Retirement Death Continuation of Benefits

Government Code section 19849.15 – notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed one hundred-twenty (120) days beginning in the month of the employee's death. The surviving spouse, domestic partner or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse, domestic partner or other eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

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Ganders
9/29/08
3:49pm

TA 9/29/08 3:49
Donna BU3
Jill Shuler u-15
BU-4
Brook Willis BU 11
Adriana BU 14
Marie Smith BU 17
J. Lawhead u 21
Ruthie BU 20
Marie Smith BU 11

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TA 9/29/08
1:29
tee. *[Signature]* BU 12
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[Signature] BU 4
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W 121
BU 1
BU 1
BU 1

MANAGEMENT PROPOSAL

6:04 PM
06/09/08

Bargaining Unit:

Date: _____

Exclusive Representative:

Subject: Article 9

The State proposes to roll over the following Section:

9.9 Presumptive Illness

When required by Cal/OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal/OSHA regulations.

to'd
Sanders
10:54 a.m.
6/10/09

Deane Bu3
Terry Peki #4
Ruthanna Bu20
N Lye La Bu17
Tony Charles Bu1:
J Lawhead 421
Connie Kaley Bu4
M. J. Bu14
Margaret M. Bu4



UNION PROPOSAL
Bargaining Units: All
May 20, 2008

6/26/08
Received
3:07

Article and Section No: 9.10

Proposal No.:

The Union proposes that no changes be made to the following section:

9.10 Employee Injury on the Job

- A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.
- B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.
- C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

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Bandus 4/27/08

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BU20
Rouffore
Dunbar BU3

Carine H. Kelley BU11
J. Lawhead BU21
N. Lyster BU17
Lay B. Smith 9
Dunbar

D. The State shall not use the DIRs' Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

to Jeanne
D. San
6/27/08

N Lyerla BU 17
Carmie Kelley BU 1
Renee Buro BU 20
Roly Shales BU 15
Lan Jackson # 4
D. M. R. BU 3
J. Lawhead BU 21
M. J.



UNION PROPOSAL
Bargaining Unit: All
Date: _____

CT 2/13/09
9:07 PM
TH

Article and Section No: 9.11

Packaged Proposal #7

The Union proposes the following changes be made:

9.11 Enhanced Industrial Disability Leave (EIDL)

A. An employee working in the CDCR who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing Industrial Disability Leave (IDL) benefits. Such injury must have been directly and specifically caused by an assault by a patient/client or inmate/ ward, or parolee.
~~by an inmate, ward, or parolee.~~

B. An employee working in the DDS, DMH, CDVA, or in the Special Schools in the DOE who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by an assault or in the restraining of an assaultive ~~by a resident, patient, (individual),~~ student, client, or member.

C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal

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Lyerla
Janet
M...
J...
B...
U3

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John Chappin

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income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to an injury as delineated in A and B above, ~~the assault~~, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

E. The ~~final~~ decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.

H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

I. If a claim is denied by the department director, the Union may request a review by DPA.

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Buck #17
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Morgan
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J. Hawkhead
Buck 21
D. Dineen
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Julian Chyn

UNION PROPOSAL
Bargaining Units: All
Date 7-18-08

11:15am

Article and Section No: 9.13

Proposal No.: 1

The Union proposes that no changes be made to the following section:

9.13 Long-Term Care Insurance Plan

- A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the CalPERS. The employee's spouse, parents, spouse's parents, are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.
- B. The long-term care insurance premiums and the administrative cost to CalPERS and the SCO shall be fully paid by the employee and are subject to payroll deductions.

TA 7-18-08

Andy Charles U-15

Brad Willis U-11

Margie Moldahl U-1

Jan [unclear] 4#4

[unclear] VW

N Lyerla BU 17

Mike [unclear] BU 1

Myrel Cadon BU 21

Danica BU 3

TA Sanders
7/18/08
11:15am



UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

8/25/08
1:58
TMJ

Article and Section No: 9.14

Proposal No.: 1

The Union proposes that no changes be made to the following section:

9.14 Temporarily Disabled Employees

- A. When an employee claims to be temporarily disabled and prevented from performing his/her usual and customary duties, and requests modified duties, the State may require medical substantiation of the condition.
- B. Consistent with the State's Reasonable Accommodation Policy, the State shall attempt to provide alternative duties within the individual's medical restrictions and classification, dependent on availability of work and funding.
- C. Any disputes arising out of this section may only be appealed through the SPB's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

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8/25/08 1:58 PM
[Signature] 255

TA/1
[Signature]
Kathy Shaw
Jim Hoff
John Ken
Patricia Handel

MANAGEMENT PROPOSAL

6:10 PM
06/09/08

Bargaining Unit:

Date: _____

Exclusive Representative:

Subject: Article 9

The State proposes to roll over the following Section:

9.15 Industrial Disability Leave (IDL)

- A. Employees who suffer an industrial injury or illness and would otherwise be eligible for Temporary Disability (TD) benefits under the Labor Code will be entitled to IDL as described in Article 4 of the Government Code, beginning with section 19869. IDL will be paid in lieu of TD benefits.
- B. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.
- C. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23rd) workday of disability until the end of the fifty-second (52nd) week of disability. No IDL payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- D. The employee may elect to supplement payment from the twenty-third (23rd) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- E. Temporary Disability with supplementation, as provided for in Government Code section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS during the first fifty-two (52) weeks, after the first date of disability, within a two (2)-year period.
- F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in the Labor Code and supplementation, as provided in Government Code section 19863.
- G. For an employee injured prior to January 1, 2004, IDL may continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has not exhausted his/her eligibility for IDL benefits, the employee has been declared a "qualified injured worker", and the employee would otherwise be entitled to Vocational Rehabilitation Maintenance Allowance (VRMA). IDL would be paid in lieu of VRMA.
- H. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

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10:55am
6/10/08
Gunders

Reggie Charles BU15

Connie Kelley BU14
Margaret Madsen BU14

Jerry Lawhead 42
N Lyerla BU17
Donna BU3
#4

Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 9, Section 9.16

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 9.16.17 for Unit 17 and 9.16.21 for Unit 21.

9.16 Group Legal Service Plan (~~Excludes Unit 17 and 21~~)

The State of California agrees to contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

Tad
Gandyr
6/17/08
11:35 a.m.

Tad
11:35
6/17-08

Ralph Hawthorn unit 1
Ralph Hawthorn BU 20
Jerry Hawthorn BU 21
Albert Hawthorn BU 14
Connie Hawthorn BU 11
Francis Hawthorn BU 4
Ralph Hawthorn BU 15
Donna Hawthorn BU 3
Nancy Lyster BU 17



UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 9.17

TA 2/13/9
a:07Pⁿ

The Union proposes the following changes be made to the following section:

9.17 State Disability Insurance (SDI)

A. A. ~~Beginning April 1, 2006,~~ aAll employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:

1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code; such as, an employee disabled due to a non-work related illness or injury of the employee, the employee's family member, domestic partner or the birth, adoption, or foster care placement of a new child. Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.

2. ~~Effective July 1, 2006,~~ tThe State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of twenty-six (26) weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an

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Margie
Mildred
J. L. Head
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John Chong

employee's SDI leave extends past twenty-six (26) weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.

3. Employees participating in the Rural Health Care Equity Program (article 9.4 and 9.4.21) shall continue eligibility as long as they are not remitting their health, dental and vision premiums directly to the healthcare providers.

4. If an employee is released by their physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances to supplement their SDI benefits only for absences from work hours for reasons unrelated to the disability which rendered them eligible for SDI benefits.

5. ~~The parties agree to meet within ninety (90) days following ratification of the Contract to explore alternatives in the area of leave supplementation or integration to the SDI benefit.~~

6. ~~This clause is subject to modification pursuant to Item #5.~~

a) SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, or annual leave may be used to cover this period in its entirety.

6. b. An employee may elect to supplement their SDI benefit with leave integration up to forty (40) hours per month of their accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances. If an employee elects to use annual leave or sick leave to supplement it may affect the SDI benefits. ~~However, the~~ An employee's combined SDI benefit and use of leave credits cannot exceed their regular monthly gross (less mandatory reductions) net pay. Within one week of being disabled from work, the employee or

John C. [Signature]

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his/her representative must contact their departmental personnel office to provide information on the following:

- 1) a. The date the disability/illness commenced;
- 2) b. The estimated duration of the disability;
- 3) c. A phone number where the employee can be reached;
- 4) d. The election of leave credits usage during the first week of disability;
- 5) e. The number of hours in a month to be charged to leave credits;
- 6) f. Whether or not the employee is planning to file for SDI;
- 7) g. The election to supplement integrate leave credits with SDI benefits;

B. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper supplementation integration of benefits and payment.

~~B. During the three (3) month period following ratification of this Contract by the SEIU Local 1000 members and approval by the Legislature, there will be an open enrollment period where employees may opt out of the annual leave program.~~

C. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits.

John C. [Signature]

Handwritten notes:
 10/1/00
 Margaret Maldonado
 Brenda Wilton
 #11
 N Lyster BU 17
 Janet 3 BU 15
 J. Lawhead BU 21
 B. [Signature]
 BU 3

CT 9.17 pg 4

D. Current State employees who transfer into this bargaining unit who are eligible for ENDI and NDI benefits prior to transfer shall be entitled to retain their ENDI and NDI eligibility for six (6) months.

E. Once the State Controller's Office has fully implemented the 21st Century Project, the State will explore the feasibility of integration of SDI benefits. The Union will be provided with quarterly updates on the 21st Century Project. Upon request of the Union, the State will agree to meet with the Union to discuss the status of the 21st Century Project and the feasibility of integration of SDI benefits.

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Margaret Miller BU 1
J. Lawhead BU 2
Dunka BU 3

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John Chapman



TRA 7/14/08
4:21 PM
D. M. G. G.
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J. H. H. H.

UNION PROPOSAL
Bargaining Unit: 3

Date: 6/11/08

Time: 1025

Article and Section No: 9.19.3

Proposal No.: 1

The Union proposes that the following changes be made to the following section:

9.19.3 Light/Limited Duty Assignments (Unit 3)

A. As part of a return-to-work program for employees who are incapacitated due to illness or injury, an employee may request and/or the State may initiate a limited duty assignment.

B. Limited duty assignments will be administered in accordance with all the following criteria:

1. When the assignment is in accordance with a physician's substantiation and recommended instruction;
2. When and where the State determines that the assignment provides needed services;
3. When the employee can satisfactorily perform the work;
4. When there is prognosis for improvement of the illness or injury;

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Pgs 130

TAD 7/14/08

P. Handel

John W
Kathy Shou
Jim Hoff

5. Maintaining safety shall be prime consideration prior to assigning limited duty.

C. The duration of a limited duty assignment shall be up to forty-five (45) calendar days. At the State's discretion, a limited duty assignment may be extended up to sixty (60) days when warranted under B(1) through B(5) above.

D. The State may make alternative assignments, retrain employees, or may, if it follows the requirements of the Government Code, medically terminate an employee whose prognosis for the continued employment is poor.

E. The state reserves the right to have the employee examined by a physician of its choosing prior to granting, continuing, or extending a light/limited duty assignment.

F. When an employee's injury or illness is medically determined to be permanent, the employee or the State may initiate action under the provisions of reasonable accommodation as prescribed by the SPB. Nothing in this section shall be construed to contravene the SPB's constitutional and/or statutory authority to determine the appropriate classification of assigned duties; to require reasonable accommodation of an employee or applicant with disability; or to determine the ability of an applicant or employee to perform the essential functions of a classification or job. Complaints under this section alleging out-of-class

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7/14/08
4:12 PM
PH

work, denial of reasonable accommodations, discrimination based on disability, or inappropriate medical demotion, transfer or termination shall not be grievable under the grievance procedure contained in article 6 of this Contract, but may be appealed to the SPB, the DFEH, and/or the Equal Employment Opportunity Commission (EEOC).

G. This section shall apply to all Unit 3 employees.

TA
7/14/08 4:21 pm
Re [Signature] pg 130

TAd 7/14/08
4:21 pm
Danzon
P. Handel

[Signature]
Mary Pennington
Kathy Skow
Jim Stoffer

MANAGEMENT PROPOSAL

9.30.08

11:29

Bargaining Unit: All

Date: _____

Exclusive Representative: SEIU

Subject: 9.New Health Benefits Proposal

The State Proposes:

9. New Health Benefits Proposal

As a part of the Joint Union Labor Management Benefits Advisory Committee, DPA will arrange, with the assistance of CalPERS, for representatives of the major California health care providers to give educational forums. In these educational forums, health care providers will be asked to discuss cost containment methods, plan design, operational changes, and methods to improve member(s) overall health.

Ta'd
Sanders
3:30pm
9/30/08

TALD 9/30/08 3:36
Dana Bull
Brad Willis Bull
Don & Amy Bull
Vivian Bull
Laurie Bull
Karen Bull
Margaret Bull



6/9/08
1435 HRS
UNION
CT

Proposal No.: 1

Ta J Sanders
3:25pm
8/22/08



UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 10.2

TA 2/13/9
9:07 pm

The Union proposes the following changes be made to the following section:

10.2 Health and Safety Committees

A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.

B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern. These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety. The twenty-four (24) hour institutions agree to continue local worksite health and safety committees.

C. Employees appointed to serve on the committee shall serve without loss of compensation.

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J. Lawrence
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J. 3-25 N. Lysterla
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unit 11

D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.

E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

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 Amy Baker #4

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Margaret Nelson BIRD
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sanders
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8/22/04



UNION PROPOSAL
Bargaining Units: All
June 9, 2008

2:35
6/9/08

Article and Section No: 10.4

Proposal No.: 1

The Union proposes no changes to the following section:

10.4 Injury and Illness Prevention Programs (IIPP)

A. Each department shall establish, implement, and maintain an IIPP.

The program shall be in writing and distributed and/or made available to all employees.

B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the DPA level shall be final.

TA'd 4:46pm
J Sanders

TA'd 4:46pm 6-9-08
Demetra BU-3
Margaret
Medina BU
Connie Kahan BU 11
N Lyerla BU 17
Lynette #4
Charles BU 15
Lynette BU 21
Ruthanne CHAIR UNIT 20
Dany 14

UNION PROPOSAL

Bargaining Units: All

Date: 7-25-08 1320

Article and Section No: 10.6

Proposal No.: 2

The Union proposes that no changes be made to the following section:

10.6 Emergency Evacuation Procedures

- A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees.
- B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the DPA level shall be final.

TH d 3:27
8/22/08

[Handwritten signatures and notes]
Jacqueline McCall
Don't know BU 17
Sallya BU 17
Sallya BU 17
Don't know BU 21

to Sanders
3:27pm
8/22/08



UNION PROPOSAL
Bargaining Unit: Unit 3
June 18, 2008

4.34
6-18-08

Article and Section No: 10.7

Proposal No.: 1

The Union proposes that no changes be made to the following section:

10.7 Protective Clothing

A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.

B. "Protective Clothing" means attire, that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of their duties. Protective clothing provided pursuant to this Contract is State owned or leased property which will be maintained by the State. Damaged protective clothing, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

7/28/08
10:37am

[Signature]
145

7/28/08 10:37 AM

[Signature]
Kathy Show
James Staffer
Pamela Handel
John Kern



UNION PROPOSAL
Bargaining Unit: Unit 3
June 18, 2008

Article and Section No: 10.9

Proposal No.: 1

The Union proposes that no changes be made to the following section:

10.9 Safety Equipment

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.

B. The State shall provide training in the use of safety equipment required in the performance of the job.

C. Employees may request additional safety equipment if they feel it may add to their overall safety.

D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

TA 7/14/08
4:26pm
RUC
pg 130

TAld 7/14/08
4:26pm
Duxea
P. Handel
John Ken
Henry Pando
Kathy Shov
Jim Stoff



UNION PROPOSAL
Bargaining Units: Unit 3
Date _____


Article and Section No: 10.10

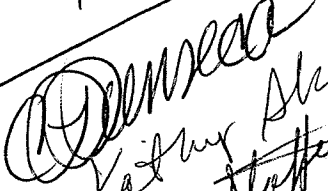
Proposal No.: 2

The Union proposes no changes be made to the following section:

10.10 Medical Monitoring

Medical monitoring programs shall be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and they will take into account the status of current technology and scientific recommendations for such programs, and the need for specified departmental programs.

TA 9/26/08
11:51 am

pg 321

TA'd 9/26/08 11:51 am

Kaitlyn Snow
Jim Stoffer
John Ken
Daniela Handel



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: 10.11

Proposal No.: 2

The Union proposes no changes to the following section:

10.11 Hazardous Materials

A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.

B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exists:

1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;
2. The employee is required to use/handle the substance; or
3. It is necessary to update or otherwise train an employee in its use.

TA
9/26/08 11:54a

TR'd 11:54 9/26/08

Kathy Skow
Jim Skow
John Key
James Dandel

UNION PROPOSAL
Bargaining Units: All
Date 7-18-08

Article and Section No: 10.12

Proposal No.: 1

The Union proposes that no changes be made to the following section:

10.12 Employee Restroom Facilities

To the extent possible, where both male and female employees are employed at a permanent work site, the State will provide separate restroom facilities which are also separate from those facilities provided to inmates, wards, residents, patients, members, and students.

TA 7-18-08

John Charles 4-15

Larry Baker 4#9

John 070

N Lyarla BU 17

Brad Willis 4-11

Gabe Turner BU 14

Marjorie Medel 41

Miguel Cabre Bu 21

Quinn BU 3

TA
11:20am
J. Sanders
7/18/08



UNION PROPOSAL
Bargaining Units: Unit 3
Date _____


Article and Section No: 10.13


Proposal No.: 1

The Union proposes that no changes be made to the following section:

10.13 Access to Work Areas 24 Hours

- A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.
- B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from their work areas during their normal work hours.

TA 8/25/08
2:05pm

Pg 256

8/25/08
2:05
TA10

Kathy Skow
Jim Stoffer
John
Pamela Banel



UNION PROPOSAL
Bargaining Units: Unit 3
Date: _____

Article and Section No: 10.14

~~The Union proposes the following changes be made to the following section:~~

10.14 Personal Alarms

- A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request.
- B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.
- C. Any institution currently providing such personal alarm devices will continue to do so.
- D. This provision shall not supersede any existing departmental or institutional policy governing the use of personal alarms.

TA
1/25/09
4:54am
Pg 694

TA1a 4:54
1-25-09
P. Handel
Tom
Garcia



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

1:53
1-8-09

Article and Section No: 10.18

Proposal No.: 2

The Union proposes the following changes be made to the following section:

10.18 Referral of Assault/Battery

A. The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.

~~B. The State shall report all cases involving a toll patron assault and/or battery, as defined by existing laws, on a toll collector to the appropriate police agency.~~

1:53 TAld 1-8-09

[Signature]

P. Handel

[Signature]
[Signature]
[Signature]

TA 1/8/09
1:53pm

[Signature]

B₄₈₃



UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

12:33
1-20-09

Article and Section No: 10.19.3

The Union proposes the following changes to the following section:

10.19.3 Assaultive Behavior Training

~~The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.~~ The State will provide the following training in the following departments:

A. Department of Mental Health (DMH) and the Department of Developmental Services (DDS):


1. Assaultive behavior training shall be mandatory.
2. All employees will be required to attend assaultive behavior training at a minimum of every two (2) years. Assaultive behavior training shall be mandatory within six (6) months of assuming employment.
3. Representatives of SEIU Local 1000 (Unit 3) may meet with DDS for the purpose of discussing the need to reform a statewide assaultive behavior training committee.
4. The DMH will continue to allow the SEIU Local 1000, one (1) seat on the statewide committee.


Pg 14 of 9
TALD
-21-09
2:32
P. Olanoff
James C...
John Ken
Tom

TA
1/21/09
2:32 pm
[Signature]

B. California Department of Corrections and Rehabilitation/ Division of Juvenile Justice (CDCR/DJJ):

1. As part of the new employee orientation, the Division of Juvenile Justice (DJJ) will provide training in appropriate techniques in de-escalation and handling assaultive behavior.
2. In addition, annual refresher training will be conducted for all BU 3 employees.

TAld 1-21-09
2:32

Pamela Handel
Jan Cam
John Kern
Tom Stroud

TA
1/21/09
2:32 PM


2:03 PM
06/20/08

MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table

DATE: _____

Exclusive Representative: SEIU

Subject: Article 10, Section 10.21

10.21 Workplace Violence Prevention (~~Excludes Unit 17 and 21~~)

The State and Union developed a model Workplace Violence Prevention program. Each department shall maintain a Workplace Violence Prevention Program that meets the mutually agreed upon model program. The department program shall be in writing and distributed and/or made available to all employees.

La
Jander
6/20/08
4:38 PM

TH/d
Donna BU3
Roly Shule BA15
Quinn LeBout BA1
Connie Kabeany BU11
Jury Rawhead BU21
Lyn Baker #4
Kathleen BU20
Mick BU14
N Lyerla BU17



UNION PROPOSAL
Bargaining Units: All
Date: _____

Received
1:51pm
11/17/08

Article and Section No: 10.22

Proposal No.: 3

The Union proposes the following changes be made to the following section:

10.22 Computer Work Stations

A. In order to provide a safe and healthy workplace for its employees, the State agrees to order computer equipment wherever possible in accordance with the recommendations made by the Joint Union/Management Video Display Terminal Committee Report.

B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the Computer User's Handbook, which will be available to all departments for training purposes.

C. Upon the request of the employee, the State shall provide an ergonomic evaluation of the employee's primary workstation by a trained evaluator.

D. The State shall take action as it deems necessary to make the following equipment available to all employees that use computers:

1. Glare screens;
2. Document holders;
3. Adjustable chairs;
4. Ergonomic keyboards;
5. Foot and wrist rests;

Ta
3:44pm
J. Sanders
11/17/08

TAID 314 11-17-08
Brooklyn 11
San Agustin BU 1
San Agustin BU 4
San Agustin BU 14
San Agustin BU 17
San Agustin BU 18
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San Agustin BU 98
San Agustin BU 99
San Agustin BU 100

E. Upon request by the Union, the State agrees to meet to review any suggested revisions or additions to the State's Computer User's Handbook.

Ta
J Sanders
11/17/08
3:14pm

TA'd 3:14
11-17-08

[Signature]
4-15
Broadwell's Bu 11
Bu 1
Bu 4
Bu 4
Bu 4
Bu 21
Bu 17



UNION PROPOSAL
Bargaining Units: All
June 8, 2009

2:35
6/9/08

Article and Section No: 10.23

Proposal No.: 1

The Union proposes that no changes be made to the following section:

10.23 Independent Medical Examinations

- A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.
- B. If the State, after the independent medical examination, determines that the employee cannot perform the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

6/9/08 5:58 PM
Ta'd
Samans

TA'd 5:58 6-9-08

Donna Buz
Shirley Shuler BU 15
Tawheed BU 21
Rising for CHAIR ONLY
14
Margaret Malin III
Conna Haley BU 11
N. Verla BU 17



UNION PROPOSAL
Bargaining Units: Unit 3
Date 8/18/08

Changes
11:36 AM

Article and Section No: 10.25

Proposal No.: 2

The Union proposes the following changes be made to the following section:

10.25 Infectious Disease Control

A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in the Departments of Health Care Services, Public Health, Veteran's Affairs, DIR, DDS, DMH, CDCR, and the California Environmental Protection Agency (CalEPA) whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the work site, the State shall notify potentially exposed employees at the work site.

D. Infectious Disease Control Training shall include, but not be limited, to bloodborne and airborne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued

8/18/08
TA - 11:40 AM
P. Hanel
K. Kelly
Jim Stiff
John Kim
9/18/08
TA 11:40 AM
PG 217

by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

8/18/08
TA - 11:40 AM

Pamela Daniel
Kathy Shaw
Jim Steffen
John Kern

TA 8/18/08
11:40 a

YV



UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

10:58
8/25/08

Article and Section No: 10.26

Proposal No.: 1

The Union proposes that no changes be made to the following section:

10.26 Precautions Against Exposure to Bloodborne Pathogens

A. The CDCR, DMH, CDVA, and DDS shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne pathogens. Examples of guidelines the departments may use are the Joint Advisory Notices issued by the Department of Labor, Department of Human Services, and guidelines issued by the Centers for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.

B. CDCR, DMH, DVA, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.

C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.

TAH 9/26/08
11:57
Denise
Kathy Shaw
Jim Staffer
John Ker
Barbara Handel

TA 9/2/08 11:57 am
Muz
R 322

D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.

E. Employees who are exposed to bloodborne pathogens as a result of their employment will be advised of their ability to receive appropriate treatment and care as determined by their treating physician via the workers' compensation system.

F. The departments will utilize the most up to date guidelines provided for the processing of laundry.

G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.

H. The Union will bring concerns regarding health and safety issues to the local health and safety committee for resolution.

I. CDCR, DMH, DVA, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 section 5193 of the California Code of Regulations.

J. If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

TA'd 9/26/08
11:57am
Dana
Kathy Skow
Jim Stoffer
Camela
John Ken

TA
9/26/08
11:57am



UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 10.27

Proposal No.: 2

The Union proposes that no changes be made to the following section:

10.27 Remodeling/Renovations and Repairs

- A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.
- B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.
- C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.

T.A. [Signature]
[Signature] Bu-1
Brookville
Bu-11
Cell Ther
Bui
147
[Signature] BUZ
Ripma
[Signature] Bu 17
Hon Goldman
Bu 21
John A. Xuan
BU-4
H. H. [Signature]

thirty (30)
J. Sanders
1:43 PM
8/21/04

E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.27 (Remodeling/Renovations and Repairs).

Handwritten notes:
TAD
Graham
Shuler 4-15
Brad Willis BU-11
al Swezey BU 14
BU 12
Hanna BUW
N. Goldner BU 17
Ann Goldman BU 21
John M. Krumm BU-4
AB Collins

7/25/18 1:23p



UNION PROPOSAL

Bargaining Units: All

Date: _____

Article and Section No: 10.28

Proposal No.: 2

The Union proposes that no changes be made to the following section:

10.28 Pest Control

- A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least forty-eight (48) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.
- B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Normally, the chemical application will take place during hours when the building is closed for business.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.
- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest

TRD
4/2/18
Shirley W. S.
Brenda Williams
UNIT 11
CHANE
4/2/18
UNIT 7
1st floor
ceiling

John
BU 1
John
John
John

Nijela
BU 1
John
BU 21
John M. K.
BU #4

John
John
8/21/18
1:40 PM

control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.28 (Pest Control).

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25
8/21/08
1:40pm



UNION PROPOSAL
Bargaining Units: All
June 9, 2008

2:35
6/9/08

Article and Section No: 10.29

Proposal No.: 1

The Union proposes that no changes be made to the following section:

10.29 Smoking Cessation

- A. The State will continue to provide smoking cessation programs consistent with prior departmental practices.
- B. Participation or non-participation in such programs shall not jeopardize the employment rights of participants and non-participants for failure to successfully complete smoking cessation programs.
- C. Where not already implemented, the State agrees to consider smoking cessation programs upon request of groups of employees within the same department and geographic proximity.

Told
J. Sanders
6:00 p.m.

TA'd 6:00 pm 6-9-08
Domena BU 3
John Shuler BU 15
Grawhead BU 21
Loring CHAIR UNIT 20
14
Margie Meda BU 11
Carmel Kahan BU 11
N. L. Gula BU 17
Loring #4

P2 LT 10.30

the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

[Handwritten signatures and notes on the left margin:]
Rod Willes
UNIT 11
N Lylela BU 17
Jester 3 unit
Margaret Maland
J. Newhead BU 21

1. Health and Safety Grievance – Step 2

- a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.
- b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the SEIU Local 1000 Headquarters.

2. Health and Safety Grievance – Step 3

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the DPA as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected department(s).
- b. The Director of the DPA or designee shall respond to the grievance in writing within fourteen (14) calendar days.
- c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the

[Handwritten signature and note:]
D. [Signature] U3

[Handwritten signature:]
J. [Signature]



UNION PROPOSAL
Bargaining Unit: Unit 3
Date 1-25-09

Article and Section No: 10.33.3

The Union proposes the following changes be made to the following section:

10.33.3 Temperature Controls

A. The parties acknowledge the vital importance of the correctional education system in the CDCR-DAI. To maintain the effectiveness of this system, it is necessary to develop and implement policies that are conducive to maintaining and promoting the health/safety of the teachers, minimizing physical discomfort and maximizing educational opportunity for students in these programs.

1. ~~The parties agree that within ninety (90) days of the ratification of the Unit 3 agreement, a joint labor/management committee will be established, consisting of an equal number of Union and management members. The purpose of this committee will be to:~~

- ~~a. Review and/or develop current departmental and site specific policies and procedures.~~
- ~~b. Establish or revise temperature and air quality guidelines when mutually agreeable;~~
- ~~c. Develop policy implementation procedures which shall address air circulation, air quality and air conditioning needs.~~

2. ~~The parties further agree that management shall designate a representative at each institution/facility with whom an~~

TA'd 10:25
1-30-09
Dunka

TA
1/30/09
10:25 am
[Signature]

~~employee and/or Union representative may raise issues concerning air policy and procedure applications. Should an employee not be able to resolve their issues/concerns, he or she may file a grievance pursuant to the provisions of section 10.30 (Health and Safety Grievances).~~

TA
1/30/09
10:25 am
[Signature]

TA'd 10:25
1-30-09
[Signature]

MANAGEMENT PROPOSAL

Bargaining Unit: All

Exclusive Representative: SEIU

Subject: Salaries

The state proposes the following language changes:

11.1 Salaries -

~~There shall be no salary increases for the term of this agreement~~

~~A Within sixty (60) days following legislative approval, SEIU Local 1000 represented employees shall receive a one time bonus of one thousand dollars (\$1000) as follows:~~

- ~~1 Permanent and limited term full-time employees who were on payroll on June 30, 2006, shall receive \$1000, or~~
- ~~2 Permanent and limited term part-time employees who were on payroll on June 30, 2006, shall receive \$1000, or~~
- ~~3 Employees holding a TAU appointment who were on payroll June 30, 2006 and who were paid for 519 or more hours (intermittent appointment) or the equivalent of 519 hours (full-time and part-time appointment) during the twelve (12) month period of July 1, 2005, through June 30, 2006, shall receive \$1000. An employee holding a TAU appointment with prior permanent status who accepts a TAU appointment without a break in service shall be entitled to the bonus under Criteria 1 and 2 above or~~
- ~~4 Permanent, limited term and seasonal intermittent employees who were on payroll June 30, 2006 and were paid for 519 or more hours during the twelve (12) month period of July 1, 2005, through June 30, 2006, shall receive \$1000.~~

~~B Any employee who holds multiple appointments in classifications represented by SEIU Local 1000 and/or any other bargaining unit which agreed to this bonus shall receive \$1000 if their combined time base is equal to or greater than one quarter (1/4) time. (For example, an employee holds two appointments, both as one quarter (1/4) time base and in bargaining units eligible for this bonus, the employee shall receive the maximum amount, \$1000.)~~

~~C The bonus received by the employee shall not be considered as compensation for the purposes of retirement contributions.~~

~~Effective July 1, 2006, all SEIU Local 1000 represented classifications shall receive a general salary increase of three and one half percent (3.5%), (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement). The increase shall be calculated by multiplying the base salary by 1.035. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.~~

~~Classifications receiving the Plata/Plata Equity differentials (CDCR & DMH) shall have their differential adjusted downward by a dollar amount that will result in the incumbents receiving the same gross monthly salary as was received prior to the general salary increase.~~

ET 1/11/11
Date: 3:27pm
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2/12/19
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12:54am
1/26/19
State - CT

TA 2/13/19 9:07pm
TC 1/13/2009

SEIU/EA

MA
C. J. Smith
1/14

W. J. Smith
1/14

B. J. Smith
1/14

1/14

John Chapman

11.1 pg 2

~~4. The salary increase shall be equal to the total percentage change in the Consumer Price Index (CPI) for the twelve month period from April 2006 through March 2007. The specific amount of the cost of living adjustment shall be determined by the increase in the cost of living for the year using the Consumer Price Index, U.S. Department of Labor, Index CPI-W West Urban—All Urban Consumers (Not Seasonally Adjusted), Series CUUR0400SAQ, United States.~~

e.g. If the cost of living for the year, as determined in #1 above, is less than 2.0%, the Cost of living adjustment for the year shall be established at 2.0%. If the cost of living for the year is greater than 4.0%, for the specified period, the Cost of Living Adjustment for the year shall be established at 4%. If the cost of living for the year increases by an amount between 2.0% and 4.0%, employees shall receive the specific cost of living increase rounded to the nearest tenth.

The following illustrates the specific method of computation to be used in calculating the salary increase, using fictional data for illustration purposes only.

GPI for March 2007 (EXAMPLE ONLY) 2024

Less: CPL for March 2006 107.1

Index Point Change 52

Divided by Previous CPI (March 2006) 107.1

Equals _____ 02637

Result multiplied by 100 ($100 \times .02637$) 2.6

Cost of Living adjustment for 2007	2.6%
------------------------------------	------

~~Salary adjustment effective July 1, 2007 (EXAMPLE ONLY) 2.6%~~

Effective January 1, 2007 the following Auditor classifications shall receive 5% added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 599.682(b) and 599.687.

~~4101 Financial Institutions Examiner~~

4102 Senior Financial Institutions Examiner

~~4133 State Financial Examiner III~~

4.44 State Financial Examiner-II

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7.

John Chapman

- 4410 Senior Insurance Examiner (Specialist)
- 4412 Associate Insurance Examiner
- 4420 Insurance Examiner
- 4443 Corporation Examiner
- 4452 Corporation Examiner IV (Specialist)
- 4488 Inheritance and Gift Tax Examiner III
- 4489 Public Utility Financial Examiner IV
- 4502 Public Utility Financial Examiner III
- 4508 Public Utility Financial Examiner II
- 4134 Mineral and Land Auditor Specialist II
- 4135 Mineral and Land Auditor Specialist III
- 4137 Mineral and Land Auditor Specialist IV (Specialist)
- 4144 Governmental Auditor III
- 4146 Governmental Auditor II
- 4155 Staff Management Auditor (Specialist), State
- 4159 Associate Management Auditor
- 4175 Auditor I
- 4203 Investigative Auditor II, Department of Justice
- 4215 Investigative Auditor III, Department of Justice
- 4224 Investigative Auditor IV (Specialist), Department of Justice
- 4249 Health Program Auditor IV, DHS
- 4252 Health Program Auditor III, DHS
- 4254 Health Program Auditor II, DHS
- 4267 Tax Auditor, Board of Equalization
- 4284 Associate Tax Auditor, Board of Equalization
- 4282 Staff Tax Auditor, Board of Equalization
- 4285 General Auditor III
- 4287 General Auditor II

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Unit 17

Unit 17
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Unit 17

John Chappin

- 4286 Investigative Auditor, Alcoholic Beverage Control
- 4338 Tax Auditor III, Employment Development Department
- 4340 Tax Auditor II, Employment Development Department
- 4344 Tax Auditor IV, Employment Development Department
- 4364 Associate Tax Auditor, Franchise Tax Board
- 4362 Tax Auditor, Franchise Tax Board
- 5024 Senior Property Auditor-Appraiser
- 5444 Assistant Property Auditor-Appraiser (Board of Equalization)
- 5448 Associate Property Auditor-Appraiser, (Board of Equalization)
- 5453 Senior Specialist Property Auditor-Appraiser (BOE)
- 5844 Staff Services-Management Auditor
- 8070 Investigative Auditor II, Department of Food and Agriculture
- 8074 Investigative Auditor III, Department of Food and Agriculture
- 8323 Workers' Compensation Payroll Auditor
- 8324 Senior Workers' Compensation Payroll Auditor
- 4057 Program Evaluator, CALPERS
- 4058 Associate Program Evaluator, CALPERS
- 4064 Staff Program Evaluator, CALPERS
- 4084 Program Evaluator Specialist (Information Systems)
- 4085 Staff Program Evaluator Specialist (Info Systems), CALPERS
- 4141 Totalisator Systems Examiner
- 4378 Business Taxes Specialist III, Board of Equalization
- 4378 Business Taxes Specialist II, Board of Equalization
- 4380 Business Taxes Specialist I, Board of Equalization
- 4364 Program Specialist I, Franchise Tax Board
- 4365 Program Specialist II, Franchise Tax Board
- 4366 Program Specialist III, Franchise Tax Board

SCUTLA

Mr
Alt
unit 14

Don
Kumar
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Brad
Buz

William
Buz
Jan 3 11:15

John Chyn

Effective January 1, 2007 the following Information Technology classifications shall have five percent (5%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 500.682(b) and 500.687.

Eligible Classifications

- ~~1360—Information Systems Technician~~
- ~~1557—Information Systems Technician II~~
- ~~1353—Computer Operator~~
- ~~1560—Computer Operations Specialist I~~
- ~~1561—Computer Operations Specialist II~~
- ~~1562—Information Systems Technician I~~
- ~~1361—Staff EDP Acquisition Specialist~~
- ~~1368—Senior EDP Acquisition Specialist (Technical)~~
- ~~1382—Programmer I~~
- ~~1383—Programmer II~~
- ~~1478—Assistant Information Analyst~~
- ~~1578—Associate Programmer Analyst (Specialist)~~
- ~~1470—Associate Information Systems Analyst (Specialist)~~
- ~~1585—Associate Systems Software Specialist (Technical)~~
- ~~1581—Staff Programmer Analyst (Specialist)~~
- ~~1312—Staff Information Systems Analyst (Specialist)~~
- ~~1587—Systems Software Specialist I (Technical)~~
- ~~1583—Senior Programmer Analyst (Specialist)~~
- ~~1337—Senior Information Systems Analyst (Specialist)~~
- ~~1373—Systems Software Specialist II (Technical)~~
- ~~1367—Systems Software Specialist III (Technical)~~
- ~~2948—Instructional Systems Engineer, Commission on Peace Officer Stds.~~
- ~~2950—Sr Instructional Systems Engineer, Comm on Peace Officer Stds.~~
- ~~5170—Telecommunications Systems Analyst I~~
- ~~5171—Telecommunications Systems Analyst II~~
- ~~7737—Associate Program Systems Analyst~~
- ~~7738—Staff Program Systems Analyst (Specialist)~~

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SEBU 71A
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Kaneover H20
Brady Bu 11
Boaz
Unit 117
ADMPA BU 3
Unit 7 unit

John Clayton



2/13/09
5:58 AM

The Union proposes the following changes be made:

A. There shall be no general salary increase for the term of this agreement. Generally, the salary rates shall remain in effect at the time of this agreement, unless amended pursuant to Articles 14.1 or 24.1, Section B.

John Chapman



UNION PROPOSAL

Bargaining Units: Unit 3
Date 7/14/08

Article and Section No: 11.3

Proposal No.: 1

The Union proposes the following changes be made to the following section:

11.3 Salary Definitions

Units ~~4, 3, 4, 11, 14, 15~~ and 20 hereby agree to support putting the following changes to Article 5 of the DPA regulations into effect provided all bargaining units agree to the same. As used in this article, terms are defined as follows:


A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect five percent (5%) increments between the minimum and the maximum salary rates. Each five percent (5%) shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate five percent (5%) for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.


B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).

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Pg 544

- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

TAd 11:23a
1-14-09

Pamela Handel
John Kern
Bm Smed

7A
11:23a
1/14/09




TA 2/13/09
TA 9:07p

Packaged Proposal #3

The Union proposes no changes be made to the following section:

11.4 Timely Payment of Wages

A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy;

When a regular paycheck is late for reasons other than 1 above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances;

3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the State Controller's warrant for the pay period.

B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.

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UNION PROPOSAL
Bargaining Units: All
June 20, 2008

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Article and Section No: 11.7

Proposal No.: 1

The Union proposes that no changes be made to the following section:

11.7 Merit Salary Adjustments (MSA)

- A. Employees shall receive annual MSA in accordance with Government Code section 19832 and applicable DPA rules.
- B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the MSA.
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

J Sanders
3:48 PM
9/29/08
TA

THA 9/29/08 3:40
~~Denial~~
some small suit
Jawhead BU 21
Kane Jones BU 10
M... BU 11
R... BU 11
J... BU 11
B... BU 11
C... BU 14



UNION PROPOSAL
Bargaining Units: Unit 3
June 18, 2008

4.39
6-18-08

Article and Section No: 11.8

Proposal No.: 1

The Union proposes that no changes be made to the following section:

11.8 Night Shift Differential

A. Bargaining unit employees who regularly work shifts shall receive a night shift differential as set forth below:

1. Employees shall qualify for the first night shift pay differential of forty cents (\$.40) per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
2. Employees shall qualify for the second night shift pay differential of fifty cents (\$.50) cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.

B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.

JA 7/28/08
12:21 pm
PG 166

TA'd 7/28/08 12:21 pm

Domenica
Kathy Skow
Jim Stoffer
P. Handel
John M. K.



UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

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1-8-09
[Signature]
7.4 Hand
[Signature]
John Kern
[Signature]

Article and Section No: 11.9

Proposal No. 13

The Union proposes no changes be made to the following section:

11.9 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the DPA as eligible to receive bilingual pay according to the following standards:

A. Definition of Bilingual Position for Bilingual Differential Pay:

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the DPA. (Time should be an average of the time spent on bilingual activities during a given fiscal year);

2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:

a. A direct public contact position;

TA
5:10pm
1/8/09
[Signature]
pg. 501

- b. A hospital or institutional setting dealing with patient, client, student, or inmate needs;
- c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.

- 3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
- 4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
- 5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

- 1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of one hundred dollars (\$100) per pay period including holidays.
- 2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
- 3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
- 4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight cents (\$.58) per hour.

TALD
5:10
1-8-09
P. Dankel
John K
Sherry Hammett

1/8/09

5:10pm

Hy

C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the DPA will receive the bilingual differential pay on a regular basis.

D. Bilingual differential payments will become earnings and subject to contributions to the CalPERS, OASDI (Social Security), levies, garnishments, Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the DPA may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

F. Employees will be eligible to receive the bilingual differential payments on the date the DPA approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.


G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.

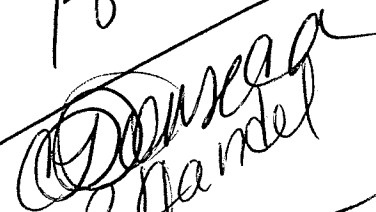
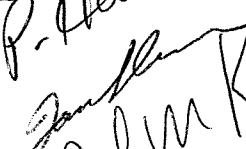
H. WWG 2 employees will receive bilingual salary compensation for overtime hours worked.

Ad 1/8/09
5:10
D. D. D. D. D.
P. Handel
J. M. K.
S. J. P.

JA
5:10pm
1/8/09
Mey

- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay should be included in the rate used to calculate temporary disability, Industrial Disability, and State Disability leave benefits.
- K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.

TA 1/9/09
5:10pm


TALD 1-8-09 5:10

P. Daniel

John Kern
Ray Pantoja



UNION PROPOSAL
Bargaining Units: All
June 17, 2008

Article and Section No: 11.10

Proposal No.: 1

The Union proposes that no changes be made to the following section:

This section is being added as new language
11.10 Sustained Superior Accomplishment Awards *+0B017*

Sustained Superior Accomplishment Awards shall not be considered
"compensation" for purposes of retirement.

Ta
6/17/08
3:32pm
J Sanders

TX
6/17/08
~~1530~~ 1532

Shay Charles U-15
Connie Kahan BU 11
Jim Stiff BU 3
Paul Gonzalez-Coke
unit 1
WME Turner BU 14
N Lyerla BU 17
L R Joya Brown BU 20
Robert Kersch BU 4
T Lawhead U 21

UNION PROPOSAL
Bargaining Units: All
June 17, 2008

Article and Section No: 11.11

Proposal No.: 1

The Union proposes the following changes be made to the following section:

11.11 Union/Management Committee on State Payroll System

The parties agree to establish a Union/Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system. The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the DPA shall designate a chairperson of the committee. The Union may have one representative from each bargaining unit who shall serve without loss of compensation.

Tad Sanders
10:42a.m.
6/20/08

Margaret Maldonado
Conita Kaban BU 11
Robert Shules BU 15
Robert Kenna BU 4
Nancy Z Lyerla BU 17
Jerry Lawhead 421
Rodriguez BU 11
Jim Hoff BU 3
Laverne (Dickie) Bure



UNION PROPOSAL
Bargaining Units: Unit 3
Date 11-13-08

11:14

Article and Section No: 11.12

Proposal No.: 2

The Union proposes the following changes be made to the following section:

11.12 Deferred Compensation Plans

A. Employees are ~~to be included~~ eligible to participate in the State of California, DPA's, 401(k) and 457 Plans offered through the Savings Plus Program (SPP) Deferred Compensation Programs.

B. ~~Eligible employees~~ Employees who are eligible under Internal Revenue IRS Code section 403(b) are ~~will be~~ eligible to participate in the 403(b) Plan.

TA 3:02 PM
11/14/08 pg 423
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Pamela Handel
Jim Kim
Jim Hoff
Henry Parnett
Joe Miller



UNION PROPOSAL

Bargaining Units: All

Date: 11/6/09
@ 11.51a

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2/13/09
TA 9:07p

Article and Section No: 11.13

Package Proposal

The Union proposes the following changes be made to the following section:

11.13 Tax Deferral of Lump Sum Leave Cash-Out Upon Separation

A. To the extent permitted by federal and state law, effective ~~January 1, 2002~~ employees who separate from State service who are otherwise eligible to cash out their vacation and/or annual leave balance, may ask the State to tax defer and transfer a designated monthly amount from their cash payment into their existing 457 and/or 401k plan offered through the State's Savings Plus Program (SPP).

B. If an employee does not have an existing 457 and/or 401k plan account, he/she must enroll in the SPP and become a participant in one or both plans no less than sixty (60) days prior to his/her date of separation.

C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the timing and amount of annual deferrals.

D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred (e.g., "overdefers" exceeding the limitation on annual deferrals).

E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's

John Clayton

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 Bud Allen BU 17
 Chuck Smith BU 17
 Larry Lawhead BU 21
 N. J. Yule BU 17
 Hank #4
 Rocky Allen BU 17
 D. M. #3
 UNL unit 14



UNION PROPOSAL
Bargaining Unit: 3

10:26
6-11-08

Date: _____

Time: _____

Article and Section No: 11.14.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

11.14.3 Timely Processing and Depositing of 403B – Tax Sheltered Annuities (Unit 3)

The State recognizes the importance of processing tax shelter deposits and adjustments in a timely manner and that these shall be given ongoing attention. The State will endeavor to process these in fifteen (15) working days or less.

If the Union believes that a pattern has developed in the processing of tax shelter deposits and adjustments beyond fifteen (15) working days, they may request to meet and confer over the impact of this matter with a department head or designee.

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Pg 180

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Kathy Sherwood
John [Signature]
John Ken
Pammi Kendall



UNION PROPOSAL
Bargaining Units: Unit 3
June 23, 2008

3:00 p.m.

Article and Section No: 11.17

Proposal No.: 1

The Union proposes that no changes be made to the following section:

11.17 Recruitment and Retention Differentials

- A. Upon approval by the DPA, a department may provide a monthly recruitment and retention differential to employees.
- B. This differential may be authorized for specific classifications in specific geographic locations or facilities.
- C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to the DPA.
- D. Less than full-time permanent employees and PI employees may receive a recruitment and retention differential on a pro rata basis.
- E. The amount and location of such differentials is neither grievable nor arbitrable.

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Pg 496



UNION PROPOSAL
Bargaining Unit: 3

10:27
6-11-08

Date: _____

Time: _____

Article and Section No: 11.19.3

Proposal No.: 1

The Union proposes the following changes be made to the following section:

11.19.3 Recruitment and Retention Differentials (Unit 3)

A. The State and the Union agree to the following general provisions for authorization of recruitment and/or retention differentials:

B. Upon justification of need and approval by the DPA, employees in Unit 3 classifications ~~used by the DDS, DOE, DMH, CDVA, and CDGR~~ may receive a recruitment and/or retention differential for specific positions, classifications, facilities, or geographic locations. Circumstances which may support the need for recruitment and/or retention differentials may include but are not limited to situations such as remote institutions/facilities which cannot recruit qualified staff, institutions/facilities where prevailing compensation provisions exceed those offered by the State, or classifications in high demand.

C. The amount of recruitment and/or retention differential shall not exceed five hundred dollars (\$500) per month, and certification of available funding must be provided by the implementing department and approved by the DOF.

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Pg. 324

12:05 9/26/08 TA 1d
Doreen
Cathy Skow
John Kim
Doreen Bland

D. The State agrees to provide the Union with a minimum of thirty (30) days' notice prior to implementation or discontinuance of a recruitment and/or retention differential, and to meet and discuss impact.

E. Permanent employees who work less than full time (either on a Contract schedule or 9/12, 10/12, or 11/12 schedule and PI employees) shall be eligible to receive approved recruitment and/or retention differentials. Payments for these employees shall be calculated on a pro rata basis.

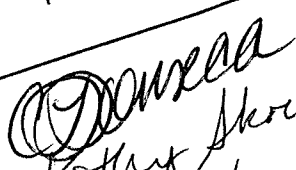
F. Recruitment and/or retention payments shall not be considered compensation for purpose of retirement contributions.

G. All approved recruitment and/or retention differentials shall be initially authorized for a period of twelve (12) months and may be renewed for additional twelve (12) month periods.

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Kathy Skow
Jim Haffner
John Kern
Pamela Handel



UNION PROPOSAL
Bargaining Units: All
June 20, 2008

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6-20-08

3:07
1-8-09

Article and Section No: 11.20

Proposal No.: 1

The Union proposes that no changes be made to the following section:

11.20 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons

A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of two thousand four hundred dollars (\$2,400), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, there will be no pro rata payment for those months at either facility.

C. If the department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.

D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment

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and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the department will be entitled to a pro rata share of the existing retention bonus.

E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.

F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

G. Employees on IDL shall continue to receive this stipend.

H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months' maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of two thousand four hundred dollars (\$2,400).

I. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such payments, and the amount of such payments rests solely with the State and that decision is not grievable or arbitrable.

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H. J.

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~~UNION~~ PROPOSAL

Bargaining Units: All

Date: _____

Article and Section No: 12.1

TA 2/13/9 9:07 pm

The Union proposes the following changes be made to the following section:

12.1 Business and Travel Expense

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts (such as rolls, juice, and coffee are not considered to be meals. Each item of expenses of twenty-five dollars (\$25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars (\$25). When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

A. Meals/Incidentals: Meal expenses for breakfast, lunch, and dinner will, be reimbursed in the amount of actual expenses up to the maximums. The term "incidentals" includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not

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include taxicab fares, lodging taxes or the cost of telegrams or telephone calls.

1. Rates - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

a. Statewide:

Breakfast up to ~~six dollars (\$6)~~ eight dollars (\$8)

Lunch up to ~~ten dollars (\$10)~~ fifteen dollars (\$15)

Dinner up to ~~eighteen dollars (\$18)~~ twenty five dollars (\$25)

Incidentals up to ~~six dollars (\$6)~~ seven dollars (\$7) (Every full twenty-four [24] hours of travel)

Total up to ~~forty dollars (\$40)~~ fifty five dollars (\$55)

2. Time Frames - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

- a. On the first day of travel on a trip of more than twenty-four (24) hours:

Trip begins at or before 6 a.m. - Breakfast may be claimed

Trip begins at or before 11 a.m. - Lunch may be claimed

Trip begins at or before 5 p.m. - Dinner may be claimed

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- b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 a.m. - Breakfast may be claimed

Trip ends at or after 2 p.m. - Lunch may be claimed

Trip ends at or after 7 p.m. - Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24) hour period.

- c. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 a.m. and ends at or after 9 a.m. - Breakfast may be claimed.

Travel begins at or before 4 p.m. and ends at or after 7 p.m. - Dinner may be claimed.

If the trip extends overnight, receipted lodging may be claimed.

No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours.

B. Lodging: All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and

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CT Unit 14

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breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

1. Regular State Business Travel

Statewide, in all locations not listed in C below, for receipted lodging while on travel status to conduct State business:

With a lodging receipt: Actual lodging up to eighty-four dollars (\$84) plus applicable taxes.

B. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of one hundred forty dollars (\$140) plus applicable taxes. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.

2. State Sponsored Conferences or Conventions

For receipted lodging while attending State sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.

3. Non-State Sponsored Conferences or Conventions

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires prior advance written approval from the DPA. The DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within fifty (50) miles of his/her home or headquarters.

Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. Full Long-term Travel - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:
 - The employee continues to maintain a permanent residence at the primary headquarters, and
 - The permanent residence is occupied by the employee's dependents, or

The employee on full long-term travel who is living at the long-term location may claim either:

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of one thousand one hundred thirty dollars (\$1,130) per calendar month while on the long-term assignment, and actual expenses up to ten dollars (\$10) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to five dollars (\$5) for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or

- Long-term subsistence rates of twenty-four dollars (\$24) for actual meals and incidentals and twenty-four dollars (\$24) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty-four-dollars (\$24) for actual meals or twenty-four dollars (\$24) for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

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2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to twelve dollars (\$12) for actual meals and incidentals and twelve dollars (\$12) for

SEIU T/A

Mr. Paul
and wife
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John Chapman

receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either twelve dollars (\$12) for actual meals or twelve dollars (\$12) for receipted lodging for travel less than twelve (12) hours at the long-term location.

3. Employees, with supervisor's approval, after completing the work shift remain at the job or long term assignment (LTA) location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change DPA policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies. The following clarifies DPA policy regarding an employee leaving the LTA location on personal business:

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

D. Out-of-State Travel: For short-term out-of-State travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-

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State travel will be reimbursed in accordance with the provisions of long-term travel above.

E. Out-of-Country Travel: For short-term out-of-country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column (B) of the Maximum Travel per Diem Allowances for Foreign Areas, section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, appendix B. Long-term out-of-country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by the DPA. Subsistence shall be paid in accordance with procedures prescribed by the DPA. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

F. Transportation: Transportation expenses include, but are not limited to, airplane, train, bus, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed.

1. Mileage Reimbursement

- a. Effective July 1, 2006, when an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR).

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John J. J.

b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

2. Specialized Vehicles – Effective July 1, 2006, employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim the FSMR, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.

3. Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of fifty cents (\$.50) cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

4. Mileage to/from a Common Carrier – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence; the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less:" If the employee begins travel

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5. State employees may be reimbursed for up to two (2) checked bags as a business expense.

G. Receipts: Receipts or vouchers shall be submitted for every item of expense of twenty-five dollars (\$25) or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than twenty-five dollars (\$25) when travel is wholly within the State of California.
2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars (\$10) or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, fax ~~tax~~, or other business charges related to State business of five dollars (\$5) or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

John Chapman

CT 12.1 pg 11

H. Within thirty (30) days from the date of ratification of this contract,
the State and the Union agree to establish a committee with an equal
number of representatives to discuss business and travel expenses
and make recommendations by June 1, 2009 for implementation by
July 1, 2009.

SEIU 71A
Margaret Madorski
Janet Fisher unit 14
C. J. Smith
Diana Fisher unit 11
Brenda Willis unit 11
Boor
Howard unit 17
Diana unit 17
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John Choy



UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 12.2

Proposal No.: 1

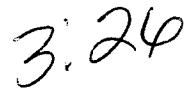
The Union proposes that no changes be made to the following section:

12.2 Moving and Relocation Expenses

Whenever an employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in section 12.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

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The Union proposes that no changes be made to the following section:

12.3 Parking Rates

A. For the term of this Contract, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than twenty dollars (\$20) per month above the current rate, charged to employees in specific locations where they park. Congested urban areas are areas such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees sixty (60) days but no less than thirty (30) days notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g., rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared to rates for covered parking.

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 Charles 4-15 Bu 4
 John 4-18 Bu 11
 Brock Willis Bu 11
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UNION PROPOSAL
Bargaining Units: All
Date: _____

CT
2/13/09
9:07 p TA

Article and Section No: 12.4

Packaged Proposal #4

The Union proposes no changes be made to the following section:

12.4 Commute Program

A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty-five dollars (\$65) per month. Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of sixty-five dollars (\$65) per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

B. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of sixty-five dollars (\$65) per month. In lieu of the vanpool rider reimbursement, the State shall provide one hundred dollars (\$100) per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven (7) or more people who commute

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UNION PROPOSAL
Bargaining Units: All
June 26, 2008

6/26/08
1529

Article and Section No: 12.5

Proposal No.: 1

The Union proposes that no changes be made to the following section:

12.5 Transportation Incentives

A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

B. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

C. The State shall entertain recommendations from the Union and meet if requested on ways to encourage the use of alternative forms of transportation.

9/30/08
CLF

TRD 9/29/08 11:45
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Browne
Jung
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Dawhead BN 1

To
Ganders
11:45am
9/30/08



The Union proposes the following changes be made:

TA 2/13/9
9:07 pm

Where SEIU Local 1000 represented employees are currently paying rent, the State agrees not to increase rental rates. This provision expires June 30, 2010. Where any provision below conflicts with this provision, this provision shall supercede and control.

Annually for the duration of this Contract, current rental rates for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates up to twenty-five percent (25%) each year.
2. During the term of this Contract, where no rent is being charged, the State may raise rents up to seventy-five dollars (\$75) per month, or when an employee vacates State owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the fair market value.
3. Employee rental of State owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.

John Chapman

SERU T/A

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Mr

2.

Cat Swt
Unit 1st

Khanow-Bw

3.

Broadway

with

Boaz

X Jamboult

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BIZ

3 June 3 4-15

4. Employees renting State owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

B. Utilities

Annually current utility charges for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

4. Notwithstanding any of the above, the Department of Fish and Game (DFG) will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.

SENTIA

Mr

Alfred

Wanda

Brad

UNIT 11

UNIT 12

UNIT 13

John

D. The DFG is committed to improving the quality of State owned housing under its jurisdiction. To that end, the department will seek funding authority for maintenance and improvement of department-owned housing.

This subsection is not subject to the provisions of article 6 of this Contract.

E. Possessory Interest Taxes – DFG (Unit 11)

1. Reimbursement for Possessory Interest Taxes

The DFG will directly pay the possessory interest taxes for reimburse Unit 11 employees who occupy department-owned housing for their payment of possessory interest taxes, where assessed. The employee shall follow department procedures and submit any possessory interest tax bills to the department as soon as they are received by the employee. ~~Employees shall follow department procedures for filing claims for reimbursement. The department will not be responsible for any late charges or assessments incurred by the employees due to delinquent payment of the possessory interest taxes.~~

2. Working Condition Fringe Benefit Exception

(a) This subsection E(2) shall apply to employees whose residency in State-owned housing satisfies the criteria for the working condition fringe benefit exception found in tax laws.

(b) Possessory interest reimbursement provided by the DFG shall not be reported to the SCO as income subject to

SEUT/A

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at Unit 11
Bridgette
UNIT 11

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X Calculated
Buz

James 3 4-15

John Chagnon

taxation and other withholdings when an employee completes required forms and submits them to the DFG by the date management specifies. The DFG shall not be responsible for erroneous reporting of reimbursements as income if the employee fails to utilize the required form and/or procedures developed by the department for this purpose.

~~(c) Employees who had possessory interest reimbursements reported as income during calendar year 2000 shall upon request be reimbursed for the amount they lost because the working condition fringe benefit exception was not applied. Employee requests for reimbursement shall be made on a form provided by the DFG. Employee requests must be submitted to the DFG no later than June 30, 2002.~~

~~(c) (d) The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration provisions of this Contract.~~

F. Possessory Interest Taxes

~~The parties agree to seek a determination from the IRS about whether State reimbursement of employee paid possessory interest taxes constitutes a taxable reimbursement for employees who live in State owned housing as a condition of employment. The parties shall abide by this determination.~~

John Chagnon

SENT 1/11
Margaret Mackay
Long Beach #4
AD Unit
UNIT 11
BUZ 1
BUZ 7
BUZ 3

Jan 3 1175

9/26/08
12:09pm



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: 12.8

Proposal No.: 1

The Union proposes that no changes be made to the following section:

12.8 Overtime Meal Benefits and Allowances - CDCR

A. Overtime meal allowances will be granted when an employee is required to work at least two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance when required to work two (2) hours contiguous to such a work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. If the cafeteria is closed then reimbursements shall be made pursuant to D(2) below.

B. Employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.

C. Employees who are on travel status, and are being reimbursed under the business and travel portion of this Contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.

TA
9/26/08
12:52pm
Pg 328

TA'd 9/26/08 12:50
Dorcas
Lilly Skow
Dan K...
Daniel Kandel

D. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement. The employee may use the meal ticket as provided in 1 and 2 below:

1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a ninety (90) day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2 below;
2. Employees requesting reimbursement under this option will receive six dollars (\$6), regardless of the value assigned to the meal ticket by local management;
3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the six dollars (\$6) reimbursement for overtime meal allowances earned.

E. Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this article if there is no on-site employee facility which serves hot meals.

JA 9/20/08

12:52 PM

[Signature]

PAID 9/26/08 12:52

[Signature]
Tolley Show
J. J. [unclear]
Guthrie
Janula Baniel

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: _____

ARTICLE 12.9

SECTION OVERTIME MEAL ALLOWANCE

A. Up to \$8 may be reimbursed for an overtime meal. An overtime meal allowance of up to \$8 will only be provided when an employee is required to work two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of 8 hours shall only be eligible for an overtime meal allowance of up to \$8 when required to work two (2) hours contiguous to such a work shift.

B. ~~Except Units 14 and 20~~ ^{N(TC)} no overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

TA

4:48 am 1/25/09

[Signature]

pg 693

TALD

4:48 1-25-09

[Signature]
Pamela Dander
Tom Stoddard
John K...




UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____


Article and Section No: 12.10

The Union proposes no changes be made to the following section:

12.10 Damaged or Destroyed Personal Property

- A. In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.

1/25/09
TA 6:51pm

Pg 134

TRAd 1-25-09
6:51pm

Tom Soud
John Ken
Diana Barbe



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: 12.11

The Union proposes no changes be made to the following section:

12.11 Uniform Replacement Allowance

A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based on actual costs substantiated with a receipt for an amount not to exceed four hundred (\$450) per year. Claims for such reimbursement shall be paid in full to the employee within ninety (90) days of the submission of the receipt.

1. Uniform means outer garments, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank, or time in service.

2. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this section are State owned or leased property which will be maintained as the State deems necessary. Employees issued State provided uniform items shall be responsible for loss of or damage to the uniform items other than that incurred as the result of normal wear or through no fault of the employee.

TAID
4:50 a
1-25-09
[Signature]
P. Daniel
B. [Signature]
J. [Signature]

T. A. [Signature]
1/25/09
4:50 p
Pg 693

3. In those cases where the State does not provide the uniform to be worn, employees shall be responsible for the purchase of the required uniform as a condition of employment. After an employee has the equivalent of one full year in a permanent position, which requires a uniform, he/she must submit a request in accordance with existing departmental practice in order to receive a uniform replacement allowance.

4. Employees shall wear their required uniforms only in an official capacity except that employees may wear such uniforms on the grounds of their facility and to and from their work location including associated incidental travel.

5. The Uniform Replacement Allowance shall not be considered compensation for retirement purposes.

B. Single Source Vendor

1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorized uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.

MA'd 4:50
1-25-09
P. J. Landel
Tom
J. M. K.

TA
1/25/09
4:50 am
M. G.

2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a pro rated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

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[Signature]
Dana Handel
Tom [Signature]
John M. Ken



UNION PROPOSAL
Bargaining Units: Unit 3
Date: _____

4:43
7-14-08

Article and Section No: 12.13

Proposal No.: 1

The Union proposes that no changes be made to the following section:

12.13 Tools, Business Equipment, Materials and Supplies

- A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.
- B. Employees issued State provided items shall be held responsible for loss of and/or damage due to negligence.

TA
7/14/08 5:24pm
Pg 135

TA'd 7/14/08
5:24pm
Donna
P. Handel
JMK
Debra Rasmussen
Kitley Brown
Jim Steff



UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

4:45
7-14-08

Article and Section No: 12.14

Proposal No.: 1

The Union proposes that no changes be made to the following section:

12.14 Professional Dues

In recognition of the professional nature of employees, each department, commission, board, or agency may reimburse an employee for up to fifty dollars (\$50) per year for membership dues in job related professional societies or associations of the employee's choice, or for a job related professional license fee. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

TA 7/30/08
2:02pm

pg 177.

TAID 2:02
7/30/08

Kately Shaw
Jim Stoffe
John McKin
Pamm Chandel



UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

11:07
8/25/08 pg 32

Article and Section No: 12.15

Proposal No.: 1

The Union proposes that no changes be made to the following section:

12.15 Reimbursement of Fees

The State agrees to pay the full renewal cost of professional and/or technical licenses, certificates, or credentials which are required as a condition of employment.

TA 9/26/08 12:13 PM
Ryan

12:13 TA'd 9/26/08
Danzon
Kathy Skow
Jim Huff
John Kern
Dana Handel

Management Proposal

Bargaining Unit: SEIU Common Table

Exclusive Representative: SEIU

DATE: 11/17/08
1524

Subject: Article XIII, Section 13.1 – Performance and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file. Official personnel files shall contain an inspection log where any person reviewing the file shall sign and date the log unless excluded by law.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena. No rank and file shift lead shall be authorized access to an employee's files, except with prior written approval of the employee
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. An employee signature shall not necessarily constitute agreement to the evaluation. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.
- E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

LaFander
11/18/08
5:56 PM

John Shuler 6-15
Mark Cusley 11/17/08
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- F. Any performance evaluation conducted of an employee who is a participant in the Union/State Collective Bargaining negotiations shall recognize the employee's frequent absence from his/her State job and the impact of such absences on the employee's performance. This is not intended to abrogate the right of the State to take disciplinary action against any employee who happens to be involved in such representational activities.
- G. Material relating to an employee's performance included in the employee's departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature may either be purged after one year or at the time such material is used in a written performance evaluation. This provision, however, does not apply to formal adverse actions except as defined in applicable Government Code sections. By mutual agreement between a department head or designee and an employee, adverse action material may be removed. When an employee receives written documentation of a negative nature, the supervisor shall note in writing on the documentation the time frame it will remain in the file.
- H. Supervisors may keep working supervisory files on the performance and conduct of employees to provide documentation for matters such as, but not limited to, probation reports, performance appraisals, training needs, MSA reviews, bonus programs, adverse actions, employee development appraisals, or examination evaluations. An employee and/or his/her authorized representative may, upon request, review the contents of his/her file with his/her supervisor. Upon request, the employee shall be allowed a copy of the material in his/her supervisory file.

TA

UNION
~~Donna~~
 Donna Bu 17
 Bud Willis Bu 11
 J. Hawkhead Bu 21
 Allen Bu 14
 Donna
 Donna Bu 44
 Harley Curley Bu 15
 Tony

To
 Sanders
 11/18/08
 5:56 PM

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: _____

ARTICLE

13.2

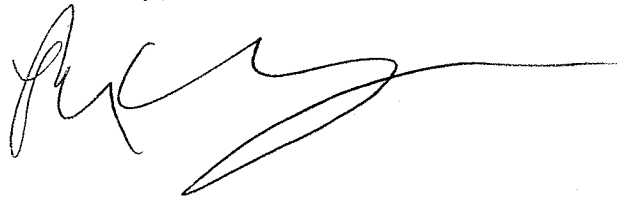
SECTION

Personal Performance Session

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

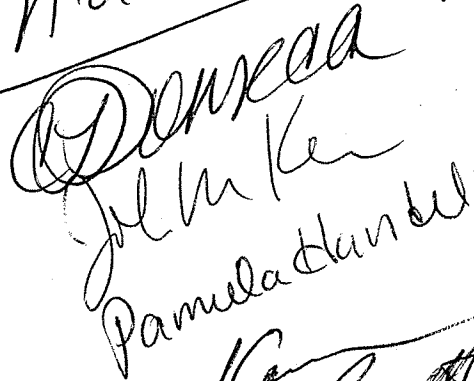
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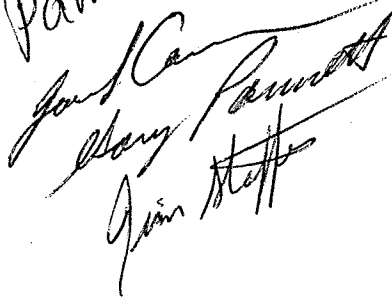
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11:21


Pamela Daniel


Gary Bennett
Jim Steffen



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: 8/18/08

Article and Section No: 13.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

13.3 Joint Apprenticeship Committee

A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in bargaining units where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.) and pursuant to the following provisions:

1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.

2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.

3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards.

TA 11-12-08
11:02

[Handwritten signatures and initials]
 John M. Kern
 P. Handed
 [unclear]
 [unclear]
 [unclear]

TA 11/12/08
Pg 351 AM 10:02

4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.

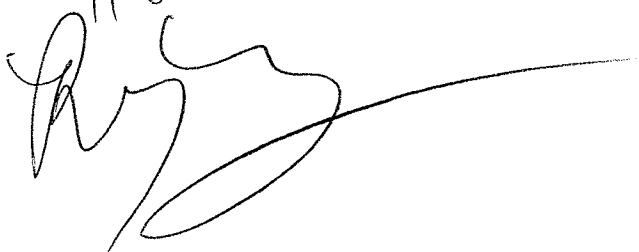
5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during committee meetings.

B. The State agrees to continue existing apprenticeship programs.


C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for bargaining unit occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this section.

D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the DIR, Division of Apprenticeship Standards, to attend any exploratory meeting.

TA 11/12/08
11:02am



TAld 11-12-08
11:02


Donzaa
Jill K
Daniella Handel
Juller
Jim Stiff
Mary Parnett

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: _____

ARTICLE 13.6

SECTION PERFORMANCE APPRAISAL OF PERMANENT EMPLOYEES

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.
- C. This section shall also apply to the exempt staff of the Special School of the

10 Department of Education. CDE. CLF
TA 7/14/08
5:19 PM
Pg 134

TALD 7/14/08
5:19
P. Handel
John Ken
Gary Bennett
Kathy Shaw
Jim Stoff



UNION PROPOSAL
Bargaining Unit: 3

Date: 6/11/08

Time: 2:17

Article and Section No: 13.10.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

13.10.3 Education and Training (Unit 3)

A. The State agrees to reimburse Unit 3 employees for expenses incurred as a result of satisfactorily completing training or education courses required by a department to assure adequate performance. Such reimbursement shall be limited to:

1. Tuition and/or registration fees;
2. Cost of course-required books;
3. Transportation or mileage expenses;
4. Toll and parking fees;
5. Lodging and subsistence expenses.

CF *an* a. Where applicable, reimbursement rates for the above expenses shall be in accordance with article 12, section 12.1 of this Contract.

B. If the State agrees with a Unit 3 employee's participation in nonrequired career-related training, the State may reimburse ~~to~~ employees for up to

TA 6/11/08

2:17pm

Ag IR 12

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fifty percent (50%) of tuition, fees, and books, not to exceed department limits after the employee has satisfactorily completed the course. Travel, per diem, and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.

C. Advance Application – An employee may receive reimbursement for tuition or other necessary expenses only if application is made prior to enrollment in an out-service training program or when the employer has requested the employee attend. ~~out of service~~

D. Incomplete Assignment

1. General

training
cut An employee who does not satisfactorily complete an out-service assignment shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received.

2. Exceptions

The employee or his/her estate shall receive reimbursement for tuition and other necessary expenses:

- a. At the convenience of the State provided that the training facility reports satisfactory performance by the employee during the assignment; or
- b. Because of death, prolonged illness, disability, or other event beyond the control of the employee.

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2:17 pm
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E. Employee Obligations and Agreement – An employee assigned to full-time out-service training shall agree in writing to reimburse the State within thirty (30) calendar days for tuition costs and other expenses paid to him/her by the State if, after completion of the training assignment, he/she does not continue employment in State service, ^{for} of a period of six (6) months or twice the period of training, whichever is greater. *cup*

F. New employees will, within a reasonable time after reporting to work, be given an orientation of the department.

Department of Rehabilitation *cup*

G. The DPA and the ~~CDGR~~ shall jointly formulate procedures for the selection and orderly referral of disabled State employees who can be benefited by rehabilitation services and might be retrained for other appropriate positions within the State service. The ~~CDGR~~ shall ^{Department of Rehabilitation} cooperate in devising training programs for the disabled employees. *cup*
Management shall provide the Union an opportunity to discuss and make recommendations regarding formulation of said procedures. *for*

H. The State and the Union recognize that certain benefits accrue to the State and Unit 3 employees through participation in professional job-related conferences and conventions. The State, working within the framework of budgetary and workload constraints will support such activities as are of value to the State.

I. Training mandated by the department head or designee shall not be deducted from educational leave balances unless as a result of section J

TA 6/11/08

2:18

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[Signature]

Kathryn Show

Gerald. ne

below. However, it is the employee's responsibility to maintain a valid credential as a condition of employment.

- J. When a Unit 3 employee is required to obtain an additional, new or modified credential, the affected department will meet in good faith upon request of the Union, to explore procedures and methods of obtaining such new or revised credentials.
- K. Working within budgetary and work load constraints, each department through its annual training plan process, will provide training in handling hostile and threatening behavior where required for job performance.
- L. The parties agree that training in infectious disease control is an appropriate subject for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committee.
- M. This section shall apply to Unit 3 civil service and exempt employees.

TMA 
Kathy Skow
Jim Hoffman
Gerald Davis



UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 13.X.

TA
2/13/9
9:07 pm

The Union proposes the following section be added to Article 13:

13.X The Institute for Quality Public Services

A. The Institute for Quality Public Services

The Union and the State shall establish the Institute for Quality Public Services. The Institute shall consist of a Joint Labor-Management Training Committee and a Trust Fund.

The purpose of the Institute is to administer continuing education and professional development programs for SEIU Local 1000 bargaining units.

B. Joint Labor-Management Committee

The State and the Union shall each be entitled to select a maximum of nine (9) representatives to the committee. The co-chairs of the committee shall be one (1) individual selected by the Union and one (1) individual selected by the State. Committee members shall serve without loss of compensation. The committee shall meet a minimum of once a month. The committee is charged with ^{developing} ~~establishing~~ a Trust Fund that meets all applicable state and federal requirements.

C. Training Programs

1. The programs which the committee shall make available to employees shall provide both continuing education and

SEIU T/A
Mr.
A. B. B.
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C. B. B.
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D. B. B.
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Z. B. B.
unit 1

John Chapman

June 3 11-15

professional development, with the goal of providing quality public services and career opportunities for state employees.

The committee shall explore (but not be limited to) the following:

- a. Grants
- b. On-line courses and catalogs
- c. College courses and catalogs
- d. Certificated programs for occupational groups
- e. Survey/assessment tool to focus on employee strengths and training needs
- f. In-service training
- g. Scholarship programs
- h. Other career development opportunities.
- i. Apprenticeship Programs

2. The form, content and funding of these programs shall be developed and established by the committee. In this regard, it is the intent of the parties that the committee engages qualified professionals and specialists in the delivery of adult education and training to create detailed curricula for all aspects of the training programs.

D. Institute Trust Fund

Effective July 1, 2009, the State shall contribute one million dollars (\$1,000,000) to the Institute for use by the Trust Fund. The

trustees shall be responsible for the tracking and accountability of

the funding, which shall include appropriate reports to the Legislature which it may require.

Nothing shall preclude the union from contributing

SEIU TIA
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UNIT 14
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UNIT 11
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UNIT 17
B
B

[Signature]

The trust fund shall be administered by five (5) trustees appointed by the Union and five (5) trustees appointed by the State. The trustees will administer training programs recommended by the committee. All direct staffing and administrative costs, as well as providers, shall be paid through the Trust Fund.

The parties agree that the Labor Management Committee is designed to work out all implementing details of a trust fund and that the committee will provide all recommendations to the Legislature for their consideration prior to the establishment of the trust.

SEN TA
MRS. Muelder
my Baber #4
Unit 14

Pat
Rana Jones BW
Brad Jones Unit 11

Box
A. C. Wait Unit 17
D. J. Dasey

Julie Chapman

5-15

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: _____


The State proposes that no change be made to the following section:

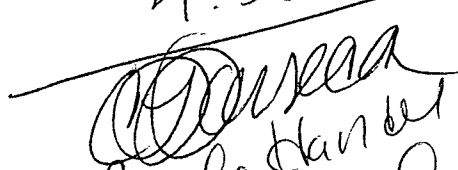
<u>ARTICLE</u>	<u>SECTION</u>
<u>13.x.3</u>	<u>JOINT LABOR MANAGEMENT COMMITTEE SB 2042 (UNIT 3)</u>

In order to enhance the recruitment and training of new teachers to the The California Department of Education, State Special Schools, will be establishing a Joint Labor Management Committee to review the make recommendations on the credentialing requirements of SB-2042, the California Beginning Teacher Support and Assessment (BTSA) induction program for possible utilization of the State Special Schools.

The committee shall begin meeting within 90 days after ratification of this contract, provided that the 90 days is during the normal school year. The committee by mutual agreement shall determine its meeting schedule and agenda.

The committee will consist of an equal number of union and CDE representatives. Which will be determined be determined by the CDE. All parties agree that there3 will be no overtime compensation for participation on this committee.

TA 4:35am
1/25/09


TAld 1-25-09
4:35am

Ranula Hander
Tom Steward
John Ken
Pg 690



Proposal No.:

14.1 Classification Changes

- A. When the DPA proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with the DPA regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal prior to submittal to the SPB for consideration.
- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.
- C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the SPB for the non-hearing calendar.
- D. If the parties do not reach an agreement the classification proposal may be submitted to the SPB.
- E. In the event the SPB renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.



UNION PROPOSAL
Bargaining Units: All
Date: _____

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2/13/09
9:07 p
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Article and Section No: 14.2

The Union proposes no changes be made to the following section:

**14.2 Out-of-Classification Grievances and Position Allocation
Hearing Process**

A. Definitions

1. An employee is working "out of class" when he/she spends a majority (i.e., more than fifty percent [50%]) of his/ her time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment.

Duties that are appropriately assigned to incumbents in the employee's current classification are not out of class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the California SPB specification.

Training and Development assignments are not out-of-class work.

2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the

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Bud Collins
Unit 4
N. Ligerla
BU 17
Janet 3
Margo
Maedon
J. [unclear]
BU 21
D. [unclear]
U3

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John [unclear]

highest range of the class in which the employee holds an appointment.

3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out of class.

B. Authorization and Rate of Pay

1. Notwithstanding Government Code sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by his/her department for up to one hundred twenty (120) calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:

- a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,
- b. Cannot feasibly be met through use of other civil service or administrative alternatives.

2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.
3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to

4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

C. Out-of-Class Grievances and Allocation Appeals

- The grievance and arbitration procedure described in subsection D below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the DPA referenced in Government Code section 19818.16 or the State Victim Compensation and Government Claims Board.

2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code sections 19818.6 and 19818.20.

- Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.

1. ~~James~~
 2. ~~Lawhead~~
 3. ~~Quinn~~
 4. ~~Malden~~
 5. ~~Weyla~~
 6. ~~Ray~~
 7. ~~Bradley~~
 8. ~~Woot~~
 9. ~~at~~
 10. ~~James~~
 11. ~~Weyla~~
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5. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

1. An employee's grievance initially shall be discussed with the employee's supervisor.

2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance may be filed on a form provided by the State within:

- Julius C. Claggett

3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in article 6.

4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.

5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the DPA.

6. The Director of the DPA or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.

7. If the grievance is not resolved by the DPA, the Union shall have the right to submit the grievance to arbitration in accordance with article 6, section 6.11.

8. Article 6, section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.

Juan Chaparro

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 Unit

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 Bu 4
 N Lyerla
 BU 17
 Janet B

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 J Lawhead
 BU 21
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E. The arbitrator's decision regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure section 1286.2 et seq.

~~F. The parties agree to support legislation to amend Government Code section 19818.8 as follows. Said legislation must be enacted into law before the provisions of this section take effect.~~

~~1. Government Code section 19818.8(a) A person shall not be assigned to perform the duties of any class other than that to which his or her position is allocated, except as permitted by section 19050.8.~~

~~2. If the provisions of this section are in conflict with the provisions of a memorandum of understanding (MOU) reached pursuant to section 3517.5, the MOU shall be controlling without further legislative action, except that if those provisions of the memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.~~

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Koma BUI
BUI
UNIT 11

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N Lyela BUI
Janet 3-4-15
Pat #4
Lawhead BUI
UNIT 14
BUI
BUI

Handwritten signature:
John Chapman



UNION PROPOSAL
Bargaining Units: All
June 20, 2008

Article and Section No: 14.3

Proposal No.: 1

The Union proposes the following changes be made to the following section:

14.3 Classification/Pay Data

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for bargaining unit rank-and-file employees.

*TA'd
4:38
Sanders
6/20/08*

TA'd
Donna BU3
Kelly Shales BU15
N. Lye BU17
Carmie Kalam BU11
Jury Lawhead BU21
Lynn Biff #4
M. J. BU14
Rutha J. BU20
A. J. BU21

MANAGEMENT PROPOSAL

Bargaining Unit: 3

MAID 10:27
1-30-09
[Signature]

Exclusive Representative: SEIU

Date: _____

ARTICLE 14.4

SECTION DUTY STATEMENTS, POST ORDERS, AND WORK INSTRUCTIONS

- A. An employee shall be provided with a current duty statement for his/her position within fifteen (15) calendar days of his/her request. Duty statements must comply with the State Personnel Board job classification specifications.
- B. Post orders in CDCR, Adult and work instructions in CDCR, DJJ will be provided where applicable.
- C. Duty statements, post orders, and work instructions shall be determined by the appointing power or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, his/her duty statement shall be reviewed, and if necessary, updated to reflect his/her current duties.
- D. Upon request, a Union representative for the affected bargaining unit will be provided access to existing duty statements, post orders, and work instructions for review, and may make recommendations for changes to the appointing authority or designee.
- E. The parties recognize that Post Orders in CDCR, Adult and Work Instructions in CDCR, DJJ are not grievable or arbitrable, unless the post order or work instruction violates another section of this contract.

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F. Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent if appropriate.

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1-30-09
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UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

11/12
8/25/08


Article and Section No: 14.5


Proposal No.: 1

The Union proposes that no changes be made to the following section:

14.5 Automation and New Technology

The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

TA 8/25/08
2:36 PM

pg 259

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2:36

Kathy Shore
Jim Hoff
Jim Hill
Dannula Handel

UNION PROPOSAL
Bargaining Units: All
June 20, 2008

Article and Section No: 14.6

Proposal No.: 1

The Union proposes that no changes be made to the following section:

14.6 Job Announcements

When a department posts a job announcement for which two (2) classifications may be considered, it shall provide the duty statement for each classification upon request to each candidate for the position.

Ta'd
Gardens
6/20/08
1:56pm

Ta'd 1:56
6-20-08

Donna-BR3
M Wilson BU 1
J Lawhead BU 2
N Lyerla BU 17
Carolyn Daniels BU
Connie Kabeary BU 11
Randy Charles BU 15
M J BU 14
Randy BU 11

UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

Article and Section No: 14.7

Proposal No.: 1

The Union proposes that no changes be made to the following section:


14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees

The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

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2:38pm
Pg 259

TA'd 8/25/08
2:38pm


Katay Snow
John Slipes
John Kern
Pamela Handel



UNION PROPOSAL
Bargaining Units: All
June 26, 2008

Article and Section No: 14.8

Proposal No.: 1

The Union proposes that no changes be made to the following section:

14.8 Contracting Out

A. Purpose

The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by bargaining unit employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by State departments.

B. Policy Regarding Personal Services Contracts and Cost Savings

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

1/18/08
Ta'd
1/1/07
J Sanders
Randy Jones BU 20
Nancy Lyerla BU 17
Lerry Lawhead BU 3
A. Lawrence
Council Kaley BU 11
Bert #4

C. Information Regarding Contracts To Be Let

1. Departments will provide the Union's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in bargaining unit class specifications.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide the Union's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed, but no less than five (5) business days thereafter, provided the contract is/will be for services found in bargaining unit class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(1).
3. The purpose of this subsection C is to provide the Union with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with the Union for this purpose, if requested by the Union.

D. Review of Personal Services Contracts In Existence

1. Upon request of the Union each department shall submit copies of any or all personal services contracts that call for services found in bargaining unit class specifications. For each contract,

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7/18/08
11:22am

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- A signature that appears to be "BULL".
- Other initials and marks.

departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than twenty-one (21) calendar days following the request by the Union, or longer if approved by the Union and the department. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in bargaining unit class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit classifications. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the Union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in bargaining unit class specifications. Costing information provided to the Union for protected contracts shall include total personnel costs for personnel services found in bargaining unit classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

Ta JS
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AL

2. Within ten (10) workdays after receipt of the personal services contracts and associated documents as provided for in paragraph D(1) above, the Union and the department shall begin reviewing the contracts. The Union and the department shall examine the contracts based on the purpose of this section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regard, the Union and the department will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the Union and department.
3. The Union and the department will continue to meet as necessary to examine personal services contracts which have been let.
4. If savings are generated by the termination of personal services contracts under this provision, it is the intent of the State to implement agreements of the Union and the department for utilization of said savings. Such agreements may include:
 - (a) Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit employees;

Ta J. Gaudin
11:52am
7/16/08

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- (b) Enabling the employment of bargaining unit employees for services currently performed by contractors;
- (c) Enabling of the conversion to bargaining unit civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the SPB;
- (d) Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives;
- (e) Such other purposes as may be mutually agreed upon.

E. Displacement Avoidance

1. The objective of this subsection is to ensure that bargaining unit employees have preference over contract employees consistent with, but not limited to the following principles:
 - (a) The duties at issue are consistent with the bargaining unit employee's classification;
 - (b) The bargaining unit employee is qualified to perform the job; and,
 - (c) There is no disruption in services.

TaJS
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7/18/08

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2. To avoid or mitigate bargaining unit employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the Union and the department that review personal services contracts determine that the terms and purpose of the contract permit the State to assign the work to a bargaining unit employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section of the parties' collective bargaining agreement.

F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.

TA 11:22am
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7/18/08

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NL

G. Relationship Between This Section And Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

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7/18/04

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(TL) CEF



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

6:47pm
1-25-09

Article and Section No: 14.X.3

The Union proposes the following new language to Article 14:

14.X.3 CDCR Librarian Classification Review

The CDCR will conduct a classification review of the CDCR-specific librarian classifications with participation of at least two employees selected by the Union.

Senior Librarian Class Code 2945

Librarian Class Code 2952

Union selected participants will serve without loss of compensation.

When the review is completed, CDCR will provide a copy of the written report to the Union and DPA regarding its findings.

Any classifications or compensation changes will be handled consistent with section 14.1 of this MOU.

This study will be completed by June 1, 2010.

✓ 1/30/09
10:41 am
Thy

TALD
Pamela Chandler
John M. Ken
Bryan
James



UNION PROPOSAL
Bargaining Units: Unit 3
Date: _____

1:55 p.m.
1-8-09

Article and Section No: 15.1

Proposal No.: 2

The Union proposes no changes be made to the following section:

15.1 Appeal of Involuntary Transfer

A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the DPA disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the DPA laws and rules.

1:56 TA 1/8/09

[Handwritten signatures: P. Handel, Gary Bennett, John M. Ke...]

B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

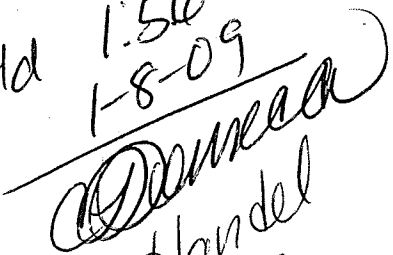
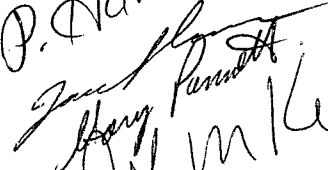

C. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change his/her residence.

TA 1/8/09
1:56 p.m.
[Handwritten signature]

Ag 484

- D. Employees, who are unwilling to accept the geographical transfer required by their current department, may pursue other options, such as but not limited to voluntary transfer, voluntary demotion, reduced work-time program, authorized partial service retirement, or voluntary retirement or resignation. Such employees who meet the DPA, SROA definition, shall be considered surplus. The department head or designee shall make job opportunity bulletins and materials available to all eligible surplus employees. Eligible surplus employees shall be permitted to apply and compete for vacant positions of their current class or other classes to which he/she can transfer, pursuant to the SROA process. Article 16 shall govern employee rights and appeals under these conditions.
- E. With prior supervisory approval, employees shall be allowed a reasonable amount of State paid time to participate in employment interviews associated with the efforts described in paragraph D above.
- F. When a department has two (2) or more employees in a class who are subject to an involuntary transfer which reasonably requires an employee to change his/her residence, consideration shall be given for the affected employee's seniority in accordance with Government Code section 19994.2.

TA 1:56pm
1/8/09


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1-8-09

P. Handel





UNION PROPOSAL
Bargaining Units: All
June 20, 2008

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Wagner BU 100

Article and Section No: 15.3

Proposal No. 1

The Union proposes that no changes be made to the following section:

new language for 17/21
15.3 Hardship Transfer

The State and the Union recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts a position in a lower paid classification, the State shall endeavor to reinstate the employee to their former classification and comparable salary level.

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable DPA laws and rules.

A department shall provide in writing the reason(s) for the inability to grant the transfer.

This section is not subject to the grievance and arbitration procedure of this Contract.

W. Sanders
4:39pm 6/20/08



171d 1:51
Donna Chair BUB

1:51

6-11-08

UNION PROPOSAL
Bargaining Unit: 3

Date: _____

Time: _____

Article and Section No: 15.4.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

15.4.3 Employee Opportunity Transfer (Unit 3)

A. The parties recognize that when the State deems it necessary to fill a vacant position, the needs of the State must be given first priority. The needs of the State include the right to fill vacant positions using existing eligible or promotional lists, involuntary transfers, reassignments, or other selection methods for reasons such as affirmative action, special skills, abilities, or aptitudes.

B. The parties also recognize the desirability of permitting a permanent employee to transfer within his/her department and classification to another location which the employee deems to be more desirable. To this end, permanent full-time employees may apply for an Employee Opportunity Transfer to a position at another location within his/her department in accordance with the following procedure:

1. Employees desiring an Employee Opportunity Transfer shall apply in writing to his/her department head or designee in a manner prescribed by the department. Such transfer requests shall be to permanent positions in the same department within his/her current classification.

Guaranteed BUB 3/11/08
TA 6/11/08 1:50pm
Kathy Skou
Gerald Powers
TA Pg 1

C. Whenever a department head or designee elects to fill a vacancy through an Employee Opportunity Transfer, a permanent full-time employee who already has an Employee Opportunity Transfer application to that location on file with the department shall be selected. If there is more than one employee with an Employee Opportunity Transfer application to the same location on file, one of the top three (3) employees with the greatest amount of department service by class shall be selected. When an employee is formally interviewed, the department head or designee will notify the employee of the nonselection.

D. Permanent employees who wish to submit Employee Opportunity Transfer applications may do so during a thirty (30) calendar day open period, to be scheduled once every six (6) months by each department. No employee shall submit more than four (4) Employee Opportunity Transfer applications during an open period.

Union
Doreen Buzcharr
Jim Stoffa
Gerald Daniel

JA 6/11/08
1:50pm
Kathy Shown



UNION PROPOSAL
Bargaining Unit: 3

10:32
6-13-08

Date: 6-11-08

Time: _____

Article and Section No: 15.5.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

15.5.3 Support for Lateral Transfers (Unit 3)

The State will support and advocate to the SPB for Unit 3 members, to have lateral transfer eligibility to Correctional Counselor I and Parole Agent I positions.

FA
6/13/08
10:32am

[Signature]
pg 20

Union
[Signature]
Chair BU3
Jim Stoff
Vice Chair BU3
P. Handel, BU#3
Gerold Daniel BU3



UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: 16.1

Proposal No.: 3

The Union proposes the following changes be made to the following section:

16.1 Layoff and Reemployment

A. Application

Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "Employees") in any State agency, the State may lay off employees pursuant to this section.

B. Order of Layoff

Employees shall be laid off in order of seniority pursuant to Government Code sections 19997.2 through 19997.7 and applicable SPB and DPA rules.

C. Notice

1. The State agrees to forward a copy of the layoff plan and a copy of the SROA/Surplus list (as it relates to a potential layoff) to SEIU Local 1000 as soon as each is approved by DPA. It is understood that the layoff plan and the SROA/Surplus list may be approved at different times.

2. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to

4.00
TAD 9/30/08
Brad Willis Bull
Killer 0121
C. Notice
1. The State agrees to forward a copy of the layoff plan and a copy of the SROA/Surplus list (as it relates to a potential layoff) to SEIU Local 1000 as soon as each is approved by DPA. It is understood that the layoff plan and the SROA/Surplus list may be approved at different times.
2. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to

To
George
9/28/08

notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.

D. Grievance and Arbitration

Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.

E. Transfer or Demotion in Lieu of Layoff

The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code sections 19997.8 through 19997.10 and applicable DPA rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

F. Reemployment

In accordance with Government Code sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or sub-divisional reemployment lists in accordance with section 19056 of the Government Code.

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95
406 PM
9/30/08

G. State Service Credit for Layoff Purposes

[Signature]
BO4

TAld 9/30/08
Dunka BU3

Brook allis Bull
Don K. Bull BU21
Nanne Bull BU21
Roy Bull BU17
Maree Bull BU15
Dunka Bull BU11
Lalene Bull BU11
Wick Bull BU11

Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current SROA procedures.

- TALD 9/30/08 BU3 4:00
Bred Willis Bull
Don Kline Br21
Gordon Bred Lord Bull 7
Horse Shirts Bulls
Mason Melch W
Kline Brown
Horse Shirts Bulls
Kline Archib
Unit 1

Ta
J. Sanders
9/30/08
4:06 PM



UNION PROPOSAL
Bargaining Units: All
Date _____

Article and Section No: 16.2

Proposal No.: 1

The Union proposes that no changes be made to the following section:

16.2 Reducing the Adverse Effects of Layoff

Whenever the State determines it necessary to lay off employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.

ta.
J. Sanders
9/30/08
4:06 pm

4:06 pm
TA
9/30/08
UNION
Ruth Ann Buro
Lakisha Jackson B014
Jerry Lawhead
Lolita Stokes B015
Margaret Miller U1
C. D. Dinkins B03
Brad Atkinson B011
Dianne B. B. B017
Helen Jeffis B04



UNION PROPOSAL
Bargaining Units: All
Date _____

Article and Section No: 16.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

16.3 Alternative to Layoff

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

tc
J. Sanders
9/30/08
4:06pm

TA 9/30/08
UNION 4:06pm
R. [unclear] BU 20 BUK
L. [unclear] [unclear]
J. Rawhead
4:01

Margaret Medina U1

Donna BU 3

Brook Willis BU 11

Foley [unclear] BU 15

Karen [unclear] BU [unclear]



UNION PROPOSAL
Bargaining Units: All
Date _____

Article and Section No: 16.4

Proposal No.: 1

The Union proposes that no changes be made to the following section:

16.4 Military Installations

The State agrees to notify the Union at such time as the State becomes aware of federal government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Department of the Military.

LA
J Sanders
9/30/08
4:06pm

TA 9/30/08
UNION 4:06pm
Rogers BU2
Larson BU14
Jenny Lee BU1
Margaret BU1
Dennis BU13
Bud Willis BU11
Tony Phillips BU15
Karen BU15



UNION PROPOSAL
Bargaining Units: All
Date _____

Article and Section No: 16.5

Proposal No.: 1

The Union proposes that no changes be made to the following section:

16.5 Layoff Employee Assistance Program (EAP)

Employees laid off shall be provided services in accordance with the EAP. Such services are term limited for six (6) months from the actual date of layoff.

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UNION 4:06 PM
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*Margaret U.
@Dancea Bu3*

*Brook Willis Bu11
Soky Shules Bu15
Karen 2/1/08 Bu4*



UNION PROPOSAL
Bargaining Units: Unit 3
June 11, 2008

Article and Section No: 16.6.3

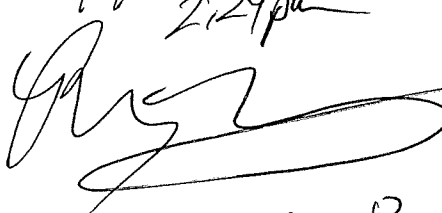
Proposal No.: 1

The Union proposes that no changes be made to the following section:


16.6.3 Special School Teacher Layoff

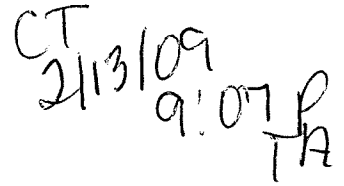
In the event a Special School Teacher will be laid off, the Special Schools will consider that teacher for vacant teaching positions in other Special Schools which require the same credential.

The Special Schools will endeavor to inform teachers by April 1 of a school year if they intend to layoff teachers. This does not preclude a Special School from laying off teachers if notice is not given by April 1.

TA
6/11/08
2:24pm

pg R

TAd 2:246-11-08


Gerald Daniel
Kathy Skow



Proposal No.: 1

17.1 First Tier Retirement Formula (2% @ 55)

B. The table below lists the current First Tier age/benefit factors.

John Chapman

C. There are factors for attained quarter ages, such as 52 $\frac{3}{4}$. These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 MOU between the State and the Union. The improved factors also apply to past service that is credited under the First Tier and the Modified First Tier.

D. The amount of member contributions required of employees covered under these factors continue to be five percent (5%) of monthly compensation in excess of five hundred thirteen dollars (\$513).

Miscellaneous and industrial members in the First Tier retirement or the Alternative Retirement Plan (ARP) subject to social security shall contribute five percent (5%) of monthly compensation in excess of five hundred thirteen dollars (\$513) for retirement. Miscellaneous and industrial members in the First Tier retirement or the ARP not subject to social security shall contribute six percent (6%) of monthly compensation in excess of three hundred seventeen dollars (\$317) for retirement.

New employees hired on or after January 1, 2007, will, after completion of participation in the ARP, be subjected to the two percent (2%) @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the two percent (2%) @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Julia Chagnon

G. The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new miscellaneous and industrial members hired on or After January 1, 2007, inclusive of those in the ARP.

UNION
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all the time
Margt malden
Jury Law head
N. J. 17
L. J. #4
L. J. #15
L. J. #34
L. J. #14

John Chapman



UNION PROPOSAL
Bargaining Units: All
Date _____

CT
2/13/09
9:07p
TA

Article and Section No: 17.2

Proposal No.: 1

The Union proposes that no changes be made to the following section:

17.2 Second-Tier Retirement Plan

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law.

UNION
Ramon...
Brod... BU 11
Al... BU 12
Margat... BU 13
Jenny... BU 14
W... BU 15
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John Chapman



UNION PROPOSAL
Bargaining Units: All
Date _____

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Article and Section No: 17.4

Proposal No.: 1

The Union proposes that no changes be made to the following section:

17.4 State Safety Retirement

A. The Union and the State agree to participate in the State Safety retirement formula as prescribed by law.

B. The table below lists the current State Safety age/benefit factors.

AGE AT

RETIREMENT

CURRENT FACTORS

50	1.700
51	1.800
52	1.900
53	2.000
54	2.225
55 and over	2.500

Julie Chapman

UNION
Donna 10/20
Bridget Bu 11
Cheryl Bu 14
Angela Bu 17
Yury Bu 17
Charles Bu 15
Wendy Bu 14

C. There are factors for attained quarter ages, such as 52 $\frac{3}{4}$. These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 MOU between the State and the Union. The improved factors also apply to past service that is credited under the State Safety retirement category.

D. The amount of member contributions required of employees covered under these factors continues to be six percent (6%) of monthly compensation in excess of \$317.

E. State safety members shall contribute six percent (6%) of monthly compensation in excess of \$317 for retirement.

F. New employees hired on or after January 1, 2007, will be subject to the two and one half percent (2.5%) @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the two and one half percent (2.5%) @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

G. The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new State safety members hired on or after January 1, 2007.

UNION
~~Handwritten signatures and notes:~~
 Bud Willis Bu 11
 all Street Bu 14
 Margal Malonadi Bu 11
 Jerry Lawhead Bu 17
 N. L. Lala Bu 17
 Charles Bu 15
 #4
 #3
 #14
 #15

John Chapman



UNION PROPOSAL
Bargaining Units: All
Date _____

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2/13/09
9:07 p
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Article and Section No: 17.7

Package Proposal

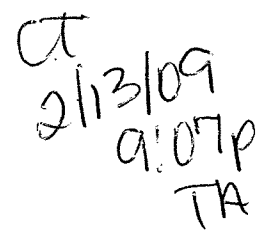
The Union proposes that no changes be made to the following section:

17.7 Enhanced Industrial Retirement

Eligible employees shall be covered by Government Code section 20047 "Enhanced Industrial Disability Retirement."

UNION
R. Williams BU 11
Margaret Malden BU 14
Lynn Lawhead BU 21
N. Rivera BU 17
R. Hughes #4 BU 15
D. Rivera #3 BU 14
A. Rivera #4 BU 14

Julio Rivera



John Chapman



UNION PROPOSAL
Bargaining Units: All
Date _____

CT
2/13/09
9:07P
TA

Article and Section No: 17.10

Package Proposal

The Union proposes that no changes be made to the following section:

17.10 1959 Survivor's Benefits - Fifth Level

A. Employees who are members of the CalPERS will be covered under the Fifth Level of the 1959 Survivor's Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the MOU for this section.

B. Pursuant to Government Code section 21581(c), the contribution for employees covered under this new level of benefits will be two dollars (\$2) per month as long as the combined employee and employer cost for this program is four dollars (\$4) per month or less per covered member. If the total cost of this program exceeds four dollars (\$4) per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the CalPERS board.

The survivor's benefits are detailed in the following schedule:

1. A spouse who has care of two (2) or more eligible children, or three (3) or more eligible children not in the care of spouse: one thousand eight hundred dollars (\$1800).

P2 17.10

CT 2/13/09
9:07p

2. A spouse with one eligible child, or two (2) eligible children not in the care of the spouse: One thousand five hundred dollars (\$1500).
3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age sixty (60): Seven hundred fifty dollars (\$750).

UNION
Rena from 1000
Brad Willis Bu 11
Alicia Bu 14
Margaret Mollard Bu 11
Leroy Lawhead Bu 17
N. Lynda Bu 17
Betsy Bu 15
Dana Bu 14
Alicia Bu 14

John Chapman



UNION PROPOSAL
Bargaining Units: All
June 26, 2008

27

9:58
TA 9/29/08
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Article and Section No: 18.1

Proposal No. 1

The Union proposes that no changes be made to the following section:

18.1 Permanent Intermittents (PI)

A. Except as otherwise provided in this agreement (e.g. article 22, article 23, etc.), a PI position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A PI employee may work up to one thousand five hundred (1,500) hours in any calendar year based upon Government Code section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department.

B. SPB rule 277 is one of the many employment alternatives the appointing power may use to fill vacant positions within a competitive selection process. When filling permanent full-time vacancies, a department shall consider eligible permanent intermittent employees within the classification.

C. Each department may establish an exclusive pool of PI employees based upon operational need.

D. Each department shall endeavor to provide a PI employee with seven (7) calendar days but in no case less than seventy-two (72) hours

TA
9/29/08
3:43
9/29/08

notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.

E. Upon mutual agreement, a department head or designee may grant a PI employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.

F. A PI employee will become eligible for leave credits in the following manner:

1. Sick Leave - A PI employee who has completed one hundred sixty (160) hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:

a. Sick leave may be requested and taken in fifteen (15) minute increments.

X b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.

c. The administration of sick leave for PI employees shall be in accordance with article 8, section 8.2, Sick Leave.

9/29/08

- a. Pay the PI employee in a lump-sum payment for accumulated vacation leave credits; or
- b. By mutual agreement, schedule the PI employee for vacation leave; or
- c. Allow the PI employee to retain his/her vacation credits; or
- d. Effect a combination of a, b, or c above.
- e. A PI employee will be subjected to the provisions of article 8.1, Vacation/Annual Leave.

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JS
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The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may;

- Pay the PI employee in a lump-sum payment for accumulated annual leave credits; or
- By mutual agreement, schedule the PI employee for annual leave; or
- Allow the PI employee to retain his/her annual leave credits; or
- Effect a combination of a, b, or c, above
- A PI employee will be subject to the provisions of article 8.1 Vacation/Annual Leave.

4. Holidays -

- A PI employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in article 7 of this Contract in accordance with the following chart. If a PI employee works on the holiday, the employee shall also receive his/her hourly rate of pay for each hour worked unless the provisions of article 19.2(B) apply.

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
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0-10.9	0
11-30.9	1
31-50.9	2

TAGS 3.4 BPN 9/28/10

TA 9/29/10
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B. Williams Bu 11
C. Williams Bu 11
L. Williams Bu 11
R. Williams Bu 11
S. Williams Bu 11
D. Williams Bu 11
S. Williams Bu 11

*Notwithstanding any other provision, an employee can only accrue up to eight (8) hours of holiday credit per holiday.

- b. When a PI employee in WWG 2 is required to work on an observed holiday, and the employee works one hundred fifty-one (151) or more hours in that pay period, the employee shall receive holiday compensation in accordance with article 7(G).

5. Bereavement Leave – A PI employee may only be granted bereavement leave in accordance with article 8, section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A PI employee shall not be removed from scheduled work hours because he/she is on bereavement leave.

TO
J
9/29/08
3:43PM

(Handwritten notes on lined paper)

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Rome Bk 7
Jury Bk 8
Rome Bk 8

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Jerry
Diane Bunk

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H. Dental Benefits – A PI employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period.

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 2. *Major Graham*
 3. *W. H. H.*
 4. *W. H. H.*
 5. *W. H. H.*
 6. *W. H. H.*
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 8. *W. H. H.*
 9. *W. H. H.*
 10. *W. H. H.*

Vision Service Plan – A PI employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.

K. PI employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.

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insurance. PI employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI employees choosing the Cash Option will qualify if they work at least one-half ($\frac{1}{2}$) time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.

M. The call-in/scheduling of a PI employee and the hours of work an individual PI employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the PI schedule and record of PI worked per week on an ongoing and weekly basis.

hours 3:42 CLF

N. A PI employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their PI employee position by management.

O. All remaining conditions of employment that relate to the PI employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

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D. Dwyer
Shenley 4-15
B-4
John Felt
Bred Willis Bu 11
AK Chert Bu 14
Maurice Bui
Gerry Lawhead Bu 20
Maurice Bui Bu 11



UNION PROPOSAL
Bargaining Unit: Unit 3
Date _____

9:41
1-14-09

Article and Section No: 19.1.3

Proposal No.: 2

The Union proposes no changes be made to the following section:

19.1.3 Hours of Work

A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.

B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.

C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.

D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:

1. The change is due to an unforeseen operational need; or
2. The change is made at the request of the employee.

E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.

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F. Workweek group policy for Fair Labor Standards Act (FLSA) -
Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt/excluded from the FLSA:

1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be

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required to work specific hours to provide services when deemed necessary by management;

5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted.

For Unit 3 employees: partial day absences for medical appointments should be scheduled during non-student contact time unless otherwise authorized by management.

6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;

7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;

8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

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1-14-09
P. Daniel
J. M. K.
S. G.

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K. G.

Article and Section No: 19.2

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The Union proposes the following changes be made to the following section:

19.2 Overtime

A. Overtime is earned at the rate of one and one-half (1½) times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:

1. Ordered overtime of at least fifteen (15) minutes at any one time;
2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.

B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the DIR determines that this provision is inconsistent with Labor Code section 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.

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C. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.

D. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.

E. CTO for employees shall be earned on a time one and one-half ($1\frac{1}{2}$) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.

F. Employees may accrue up to two hundred forty (240) hours of CTO. All hours in excess of two hundred forty (240) CTO hours shall be compensated in cash.

G. Normally, an employee who has an accumulation of two hundred forty (240) hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.

H. Notwithstanding any other contract provision or law to the contrary, time during which an employee is excused from work because of sick leave shall not be counted as hours worked within the

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workweek for purposes of determining if overtime has been earned.

~~This provision expires June 30, 2010.~~

- I. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2 and 3 below.

1. Effective January 31, 2002, all time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the FLSA. For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.

2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of their normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on

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state business. This paragraph does not apply to employees who voluntarily choose to travel outside their normal work hours.

3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in 1(2) above.

~~SENT TO~~
~~Morgan Madsen~~
~~and Baker #4~~
~~first unit 12f~~
~~Rundgren Bow~~
~~Bondiller UNIT 11~~
~~Boaz~~
~~ADAM BOZ~~
~~Jan 3 475~~

John Chom

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MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

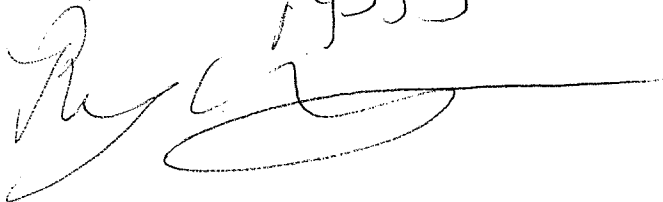
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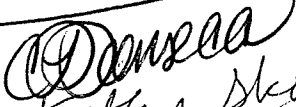
ARTICLE
19.3

SECTION
REST PERIODS

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.
- B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.
- C. Rest periods may not be accumulated nor may they be used to "make-up" time.

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9/26/08
1:45 pm
AP333



Kathy Skow
Jim Stoffer
John M. Kern
Pamela H. Hand



UNION PROPOSAL
Bargaining Unit: Unit 3
June 18, 2008

Article and Section No: 19.4

Proposal No.: 1

The Union proposes that no changes be made to the following section:

19.4 Meal Periods

A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.

B. When employees assigned to a straight eight (8) or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.

C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

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4:29 pm
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pg 130

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4:29 pm
[Signature]
P. Handel
John Ken
Sherry Fennell
Kathy Skow
Jim Stoff



UNION PROPOSAL
Bargaining Units: All
Date: _____

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2/13/09
9:07 PM

Article and Section No: 19.5

Packaged Proposal #5

The Union proposes that no changes be made to the following section:

19.5 Set Up/Shut Down Time

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

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R. J. [Signature]
[Signature] BU 20
[Signature] BU 14
[Signature] BU 17
[Signature] BU 11
[Signature] BU 4
[Signature] BU 17
[Signature] BU 15
[Signature] BU 1
[Signature] BU 21
[Signature] BU 13

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UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

11:40
1-20-09

Article and Section No: 19.8

The Union proposes that no changes be made to the following section:

19.8 Flexible Work Hours

- A. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.
- B. Any denial of requests made under subsection A shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel or make permanent changes to flexible work hours, alternate work schedules, or reduced work time schedules.
- C. An "alternate workweek schedule" is a fixed work schedule other than standard work hours. "Flexible work hours" allows for the change of work schedules on a daily basis. "Reduced work time" is defined in Government Code sections 19996.20 through 19996.29.

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P. Daniel
John Miller
Tom Shover

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1/20/09
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UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

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1-25-09

Article and Section No: 19.9

The Union proposes no changes be made to the following section:

19.9 Exchange of Time Off - Multi-Shift Operations

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to report for duty because of illness or injury, he/she may be required to

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Tom
John Ken

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provide medical verification in accordance with section 8.2 of this Contract.

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred eighty (180) calendar days from the date of the missed exchange.

D. All exchanges must occur during the same ~~workweek~~ ^{4:41 TC} work period.

E. Probationary employees are excluded from participating in exchanges of time off.

~~F~~ ¹¹ D. No exchange shall result in an employee working double shifts.

~~E. For Unit 15 the following special rules apply:~~

- ~~1. All exchanges must occur within the pay period in which the initial exchange was taken, or ninety (90) calendar days from the initial exchange, whichever is greater, and~~
- ~~2. Double shifts will be permitted, consistent with departmental practices.~~

~~G~~ ¹¹ F. Double shifts will be permitted, consistent with departmental practices.

~~H~~ ¹¹ G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

~~I~~ ¹¹ H. This section is not subject to the grievance and arbitration procedure of this Contract.

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Pamela Oandel
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Jelm Kern

UNION PROPOSAL
Bargaining Units: All
June 17, 2008

Article and Section No: 19.10

Proposal No.: 1

The Union proposes that no changes be made to the following section:

19.10 Work In Multiple Time Zones

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

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10:43 am
J. Sanders
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6/20/08

Union
Joy Phelps BU 15
Emil Kelley BU 11
Robert Kern BU 4
Nancy L Lyerla BU 17
Lerry Lawhead 921
R. R. R. BU 20
Jim Staff BU 3
Larlene (Julia) BU 14
Margaret Milder BU 11



UNION PROPOSAL
Bargaining Units: All
Date _____

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Article and Section No: 19.11

Package Proposal

The Union proposes that no changes be made to the following section:

19.11 Call Back Time

A. An employee who has completed a normal work shift, when ordered back to work, shall be credited with a minimum of four (4) hours work time provided the call back to work is without having been notified prior to completion of the work shift, or the notification is prior to completion of the work shift and the work begins more than three (3) hours after the completion of that work shift.

B. When such an employee is called back under these conditions within four (4) hours of the beginning of a previous call or an additional call is received while still working on an earlier call back, the employee shall not receive an additional four (4) hours credit for the new call back.

C. When such an employee is called back within four (4) hours of the beginning of the employee's next shift, call back credit shall be received only for the hours remaining before the beginning of the employee's next shift.

D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's

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CT p2 19.11

normal workday and outside the employee's normal work shift, overtime compensation shall be received in accordance with the rules governing overtime.

E. For reporting purposes, compensable time begins when the employee reports to the job site or begins work from a different site which may include the employee's home, approved by the department head or designee.

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R. [unclear] BU 20
Bridgette BU 11
A. [unclear] BU 14
Margaret [unclear] BU 14
J. Law head BU 21
N. [unclear] BU 17
[unclear] #4
[unclear] #15
[unclear] #3
[unclear] UNIT 14

John [unclear]



UNION PROPOSAL
Bargaining Units: All
Date _____

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2/13/09
9:07 p
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Article and Section No: 19.12

Package Proposal

The Union proposes that no changes be made to the following section:

19.12 Standby Time

A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.

B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.

C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of CTO, which may be prorated on the basis of fifteen (15) minutes CTO for each one hour of standby. Standby may not be scheduled in less than one hour increments.

D. No standby credit will be earned if the employee is called back to work and receives call back credit.

E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

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BU 17
BU 15
BU 13
BU 14

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Passed at 10:39

Exclusive Representative: SEIU

Date: 11/12/08

ARTICLE
19.19

SECTION
**WORK WEEK GROUP 4C TO WORK WEEK GROUP E OR SE
AGREEMENT**

The State of California (Department of Personnel Administration), EMPLOYER, and SEIU, Local 1000, Union, as the exclusive representative for Bargaining Unit 3 (Education and Library), hereby agree that:

- A. In the current agreement between the parties (7/1/99 to 7/2/01), the parties agreed to place all Unit 3 employees in workweek group 4C.
- B. Section 19.1, paragraphs A through D, generally describe hours of work for State employees. However, section 19.1, paragraph F, Workweek Group Policy FLSA - Exempt/Excluded employees specifically describes the provisions of the workweek group designation specified in A above.
- C. In February 2000, in order to be consistent with the structure of the Fair Labor Standards Act (FLSA), the Employer changed the name of workweek group 4C to either E or SE.
- D. However, in Unit 3, all employees designated E or SE remain covered by section 19.1, paragraph F regardless of E or SE designation.

TAld 10:10 11-13-08
Pamela Handell
Jim Stoffer
John M. Ken
Kenyon

~~E. The parties agree that clarifying the existing provisions of the Unit 3 contract in Article 19, Hours of Work and Overtime, will be a priority during successor contract negotiations.~~

~~F. The Employer shall distribute this Agreement to all affected departments within 10 days of signature by the parties.~~

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[Signature]

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Pamella Handel

Jim Stoffer

John M. Kern

Harry Parnett



UNION PROPOSAL
Bargaining Units: Unit 3
Date 8/25/08

11:15

Article and Section No: 21.1

Proposal No.: 1

The Union proposes no changes to the following section:

21.1 Telecommute/Telework Program

Telework is defined as performing work one or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a pre-approved work space and during pre-approved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.

A. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.

B. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.

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2:25pm

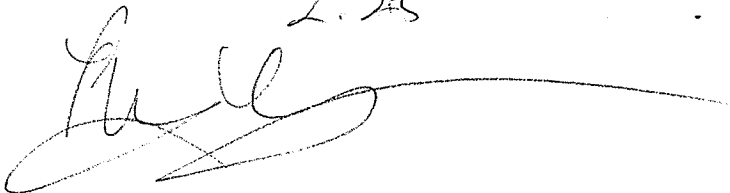
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Kathy Shown
Jim Stott
John Ken
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Pg 335

C. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.

D. Upon written request, no more than once each fiscal year, representatives of the DPA will meet with three (3) representatives of SEIU Local 1000 to discuss improvements to the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992. Union representatives shall serve without loss of state compensation for this meeting.

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Kathy Skow
Jim Stoffer
John McKin
Pamela Handel



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: 21.2

The Union proposes the following changes be made to the following section:

21.2 Electronic Monitoring

- A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under article 6.

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UNION PROPOSAL
Bargaining Unit: Unit 3
June 18, 2008

4.38
6-18-08

Article and Section No: 21.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

21.3 Class A and Class B Commercial Driver's License

A. Training

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

B. Medical Examinations

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.
2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:
- The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and

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- b. A second medical examination is authorized and conducted; and
- c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

C. Fee Reimbursements

1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/ her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:

- a. The employee is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;
- b. The employee has a valid, current medical certification acceptable to DMV;
- c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

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Mary Parnett

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2. Employees applying for renewal or reinstatement of a license due to an illegal violation will not be reimbursed for any costs associated with obtaining a license as required by DMV.
3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.
4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

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1. Upon ten (10) workdays advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:



- a. The examination is scheduled during the employee's scheduled work hours; and
- b. The examination does not interfere with the operational needs of the department.

2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

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P. Handel
John M. K...
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UNION PROPOSAL
Bargaining Units: Unit 3
Date: 1-20-09

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1-30-09
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Article and Section No: 21.11.3

The Union proposes the following changes be made to the following section:

21.11.3 Class Size (Unit 3)

A. It is the policy of the State that the educational needs of its students are of primary importance taking into consideration needs of the staff, available facilities, equipment, financial resources and other operational needs. In adhering to this policy, the State agrees to meet and confer with the Union over the impact of management proposed changes to existing class size criteria. It is recognized that final class size determinations shall be within the authority and discretion of management.

B. The Union may request from the CDCR, Adult an exemption from the existing class size to the superintendent or designee. The effected department shall, within twenty (20) calendar days, either grant or deny the requested exemption and inform the Union and the affected teacher in writing of the department's decision. The parties may agree to mutually extend the twenty (20) calendar day time frame. If the request for class size exemption is denied by the Warden, the Union may appeal to the next level of authority for review.

C. The exemption review process shall consider, but not be limited to, the following:

1. Operational/Program needs
2. Physical space
3. Safety of the staff, inmates or wards

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10:32am
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4. Diagnosed psychological, physiological and learning characteristics of the students

D. The Union may request from the CDCR, Division of Juvenile Justice (DJJ) an exemption from existing class size to the Superintendent or designee pursuant to the department's class size exemption policy.

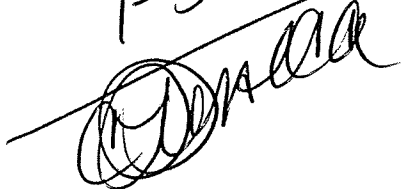
E. Upon request of the Union, the CDCR, Adult will provide available class attendance statistics for the Union's review such as the number of teachers with actual classroom assignments by facility and the monthly education report.

F. The CDCR shall provide a copy of their departmental class size exemption policy to Unit 3 teachers and the Union within four (4) months after the ratification of the Contract by the Union and the Legislature, whichever is later. In addition, the CDCR shall provide a copy to newly hired teachers as part of their new employee orientation.

G. Class size criteria established by department policy may only be grieved to the second step of the grievance process.

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MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: _____

ARTICLE
21.12

SECTION
STUDENT DISCIPLINE

A. Upon request of the Union, the State employer agrees to consult with the Union representatives on the development of a written student discipline program.

B. Teachers may recommend either temporary or permanent removal of a student when in his/her professional judgment the teacher believes a student's behavior is interfering with the learning of others or when a teacher/instructor or other students are being threatened; however, the State employer retains the authority to remove or suspend a student from the classroom.

~~C. This section shall apply to Unit 3 civil service employees and exempt Unit 3 employees in the Special Schools of the Department of Education.~~

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Doug Pennell

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UNION PROPOSAL
Bargaining Units: Unit 3
June 13, 2008

11.11
6-13-08

Article and Section No: 21.13.3

Proposal No.: 1

The Union proposes the following changes be made to the following section:

21.13.3 Student Class Assignment

- A. It is the common goal of management and the Union that students attending State classes be assigned to appropriate classes. To facilitate this goal, ~~an advisory committee shall be established for each~~ upon the request of the Union to a Department's Labor Relation Officer, the Union and the Department shall establish an advisory committee in that department to develop and periodically review student class assignment procedures within ninety (90) days of ratification of this Contract. These committees shall have equal numbers of Union and management members.
- B. The assignment procedure shall include the decision-making process and the position(s) responsible for classroom assignments and review of assignments.
- C. Students shall be assigned according to the established policies. When a teacher believes a student is inappropriately assigned the assignment will be referred to the position designated in the policy for review and appropriate assignment.
- D. Final Class assignment procedures, as well as individual student assignments, shall be within the authority and discretion of management.

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Gina Hoff

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Kathy Skow
Gina Hoff

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MANAGEMENT PROPOSAL
Bargaining Unit: 3

Exclusive Representative: SEIU

Date: 1-25-09

ARTICLE
21.14

SECTION
NON-INSTRUCTIONAL/TEACHER PREPARATION TIME

A. During a teacher's workday, there shall be scheduled non-instructional periods for purposes of teacher preparation and for performance of other job duties.

Teacher preparation is work time to be used for the purpose of supporting classroom instruction at a level consistent with the diversity of student needs and changing program demands. Management may grant additional preparation time to an individual teacher when management has made a major change in the teacher's assignment or when another need for additional preparation time arises.


Although it is not the intent of the State to unnecessarily infringe upon teacher's preparation time, it is recognized by both parties that it may be appropriate for teachers to be assigned other duties during this time.

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~~B. The GDCR shall provide a copy of their departmental policy relative to student instructional time to Unit 3 teachers within four~~

~~(4) months after the ratification of this Contract by the Union and the Legislature, whichever is later. In addition, the GDCR shall provide a copy to newly hired teachers as part of their new employee orientation.~~

~~G. This section shall apply to Unit 3 civil service and exempt employees.~~

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UNION PROPOSAL
Bargaining Units: Unit 3
June 11, 2008

10:27
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pg 20

Article and Section No: 21.15.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

21.15.3 Off-Site Teacher Preparation Time (Unit 3) ^{section} ~~article~~ ^{CUF}

Consistent with the provisions of ~~article~~ 19.1 (Hours of Work), employees in Unit 3 teaching classes may schedule their instructional preparation time off-site, provided the time scheduled is during non-student contact time as determined by management.

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pg 20

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Chair BU3
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Vice Chair BU3
P. Handel, BU#3
Gerald Daniel BU3



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: 1-25-09


Article and Section No: 21.16.3

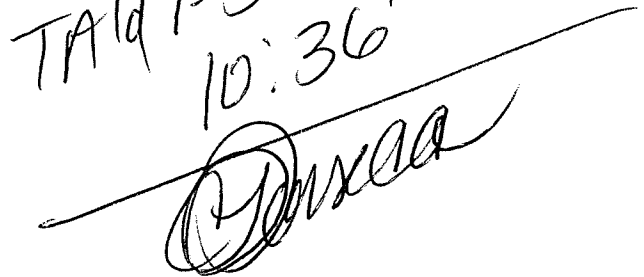
The Union proposes the following changes be made to the following section:

21.16.3 Professional Responsibility

A. It is the State's policy to allow Unit 3 employees the exercise of professional judgment in their work recognizing, nonetheless, that ultimate responsibility for determining work methods and selecting methodologies, curricula, etc., rests with management.

B. Recognizing the professional status of Unit 3 teachers and librarians, any portion of a performance evaluation concerning professional practice shall be prepared, whenever possible, by a credentialed supervisor or administrator.

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UNION PROPOSAL
Bargaining Units: Unit 3
June 11, 2008

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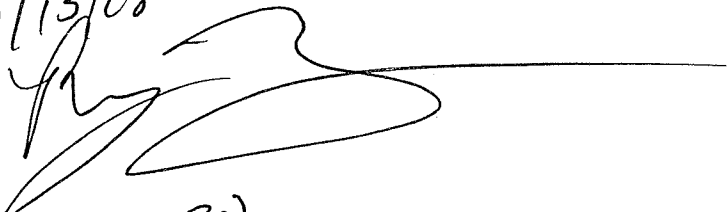
Article and Section No: 21.17.3


Proposal No.: 1

The Union proposes that no changes be made to the following section:

21.17.3 Recognition of Authorship (Unit 3)

The State employer shall recognize authorship of Unit 3 civil service and exempt employees involved in the writing of publications by identifying principal contributors in the title page, if any, of said publications. In the event of disputes involving the identity of principal contributors to State publications, the department head shall resolve such disputes. Articles or manuscripts, written under State auspices, shall give recognition of principal authorship on the title page, if any.

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pg 20


BU3 Chair
Jim Stoff
Vice Chair BU3
P. Handel, BU#3
Gerald Daniel BU3

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Article: 21.XXX.3

Date: _____

Section: Work Assignment Notification

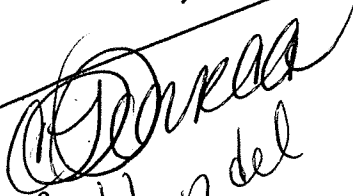
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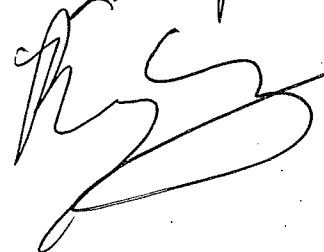
21.XXX.3 Work Assignment Notification

Management of the CDCR shall make a reasonable effort to inform its teachers of their next year's work assignment prior to the end of the Academic Calendar. If any change in assignment becomes necessary, the Department will endeavor to notify the affected teachers as soon as possible.

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UNION PROPOSAL
Bargaining Units: Unit 3
June 13, 2008

10:12
6-13-08

Article and Section No: 22.1.3

Proposal No.: 2

The Union proposes the following changes be made to the following section:

22.1.3 Discipline and Discharge – Special Schools

A. Purpose

The purpose of this article is to provide a prompt and efficient procedure for the imposition of discipline and discharge.

B. Applicability

1. This article shall only apply to permanent tenure and pre-tenure exempt employees (hereafter employee) of the ~~DOE~~, Special Schools. ^{CDE}

2. Appealable disciplinary action is defined as dismissal, demotion, or suspension without pay for more than fifteen (15) calendar days or its equivalent as a reduction in pay.

3. This article shall not apply to the decisions to grant or deny tenure.

C. Discipline Procedure

1. Discipline shall only be imposed for cause. "For cause" means a legitimate non-arbitrary reason for dismissal, demotion, suspension without pay, or reduction in pay as defined by B(2) above.

2. The parties recognize that situations arise where circumstances necessitate the immediate removal of the person from the work area for reasons related to the safety of persons or property, disruption of program or operations, or investigation for any disciplinary action or commission of a crime. The appointing power may place an employee on a leave of absence with or without pay for a period not to exceed sixty (60) days in circumstances described above.

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 P. Handel
 Gerald Demit
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If discipline is not taken on or before the date such leave is terminated, the leave shall be with pay. If disciplinary action is taken on or before the date such leave is terminated, the disciplinary action may be taken retroactive to any date on or after the date the employee was placed on leave. Notwithstanding any other section of this article, disciplinary actions under such circumstances shall be valid if written notice is served upon the employee not later than seven (7) calendar days after the employee is notified of the disciplinary action.

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3. The department head or designee shall initiate any disciplinary action as specified in this article by written notice of disciplinary action served in person or served by certified mail, return receipt requested, to the employee's last known address as listed in the employee's official personnel file. The notice of disciplinary action shall include:

- a. A statement of the nature of the disciplinary action;
- b. The effective date of the disciplinary action;

- c. A statement in ordinary and concise language of the acts or omissions upon which the disciplinary action is based;
- d. A statement advising the employee of the right to answer the notice orally or in writing;
- e. A statement advising the employee of the time within which an appeal must be filed; and
- f. A statement advising the employee of his/her right to a representative of his/her choice.

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Jim Stoffer
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Gerald Daniel
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4. At least seven (7) calendar days prior to the effective date of any disciplinary action as defined in C(3) above, and at the request of the employee, the department head or designee and the affected employee and his/her representative, if any, shall meet to review the notice of pending disciplinary action. The employee may respond orally or in writing. A written response shall be directed to the department head or designee within seven (7) calendar days of the meeting or within ten (10) calendar days if no meeting is held. Based on the review of the pending disciplinary action and the employee's response, if any, the department head or designee shall provide written notice to the employee within twenty (20) calendar days of his/her decision to rescind, modify or affirm the disciplinary action.

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D. Disciplinary Action Appeal Process

No later than twenty (20) calendar days after receipt of the notification to impose disciplinary action, an employee may appeal the disciplinary action to the SPB. A hearing shall be conducted by an SPB hearing officer. The hearing shall be conducted in accordance

with existing law as set forth in Title II of the California Administrative Code. The proposed decision of the SPB hearing officer shall be subject to review by the SPB, which shall render a final and binding decision.

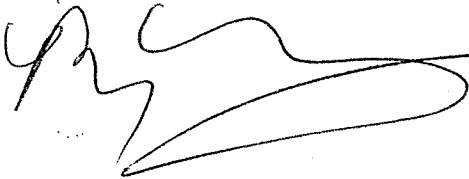
E. Right to Representation

When an appointing power's representative has a conference with an employee where at the time the meeting is convened, the employee is the focus of a possible disciplinary action, the employee is entitled, upon request, to a representative of his/her choice. Non-availability of the representative for more than two (2) workdays shall not delay the conference. However, this right shall not extend to routine business communications such as, but not limited to, performance evaluations, training, job audits, counseling sessions or work related instructions.

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Union BU3



Jim Stoffers

P. Handel

Gerald Daniel

UNION PROPOSAL
Bargaining Units: Unit 3
June 18, 2008

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Pg 2/27

Article and Section No: 22.2.3

Proposal No.: 2

The Union proposes that no changes be made to the following section:

22.2.3 Academic Year – Special Schools

A. In the State School for the Blind, Fremont, and in the State Schools for the Deaf, Riverside and Fremont, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty. The academic calendar for exempt staff in the classification of Teacher shall be one hundred eighty-four (184) workdays, of which up to one hundred seventy-six (176) shall be student contact days. The academic calendar for exempt staff in the classification of Teacher Specialist shall be one hundred ninety-four (194) workdays.

B. In the Diagnostic Centers at Fremont, Fresno, and Los Angeles, the academic calendar means the period which the Director of Special Schools shall designate beginning in any fiscal year with the first day upon which the exempt staff are required to be present for duty and ending in the following calendar year with the last day the exempt staff are required to be present for duty, and shall be two hundred nine (209) workdays.

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Jim Stoffer
Mary Parnell

C. The Superintendent of a State Special School shall obtain input from exempt staff during the development of the proposed academic calendar. In addition, if a Special School proposes to change the number of in-service training days from the prior academic year, the special school shall notify the teachers and obtain input.

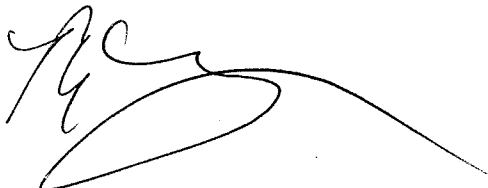
D. During the term of this Contract, the Director of State Special Schools hereby agrees that he/she will provide the Union with copies of proposed academic calendars for each of the Special Schools for the following academic year by April 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Director shall be free to implement the calendar or calendars unilaterally. In the event of an emergency or of events beyond the control of the Director, the State Special School shall be free to make such change in any or all of the academic calendars for the Special Schools as are required by operational necessity.

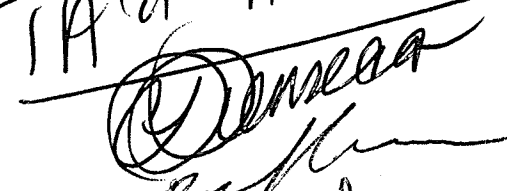
E. Within thirty (30) calendar days of the adoption of an academic calendar, the State Special School shall provide a copy of the academic calendar to exempt Special School employees.

F. Time limits established in subsection D and E above can be extended by mutual agreement of both parties.

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 P. Handel
 John Ker
 Ray Lambert
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UNION PROPOSAL
Bargaining Units: Unit 3
June 11, 2008

Article and Section No: 22.3.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

22.3.3 Work Assignment Notification – Special Schools

Management of the ^{CDE CUF}~~DOE~~ Special Schools shall make a reasonable effort to inform its teachers of their next year's work assignment prior to the end of the spring semester. If any change in assignment becomes necessary, the ^{CDE CUF}~~DOE~~ will endeavor to notify the affected teachers as soon as possible. Where changes are made, the employee will be provided a written explanation of the need for such change.

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UNION PROPOSAL
Bargaining Units: Unit 3
June 11, 2008

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D. Jones BU3
Chr
Joan Bluff BU3
V. H.
Chris

Article and Section No: 22.4.3

Proposal No.: 1

~~The Union proposes that no changes be made to the following section:~~

22.4.3 Personal Leave Days – Special Schools

- A. Upon completion of six (6) pay periods, employees shall be eligible for up to two (2) personal days which may be used during the academic year or extended school year.
- B. Personal leave days may be approved for use during the school year or extended school year. A personal leave day may be disapproved if the operating needs of the school prevent such leave.
- C. The Superintendent or designee may require an employee to provide five (5) working days advance notice before taking his or her personal leave day. A personal leave day may be granted with less than five (5) working days notice.
- D. A maximum of two (2) personal leave days may be carried over from one school year to the next. An employee may carry no more than four (4) personal leave days at any given time.
- E. Employees who have not used their personal leave days upon termination of employment or retirement will receive cash payment.
- F. Employees may transfer personal leave days in accordance with the provision of article 8 and the other provisions contained in article 22.

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MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: _____

ARTICLE

22.5.3

SECTION

EXTRA DUTY ASSIGNMENT - SPECIAL SCHOOLS

A. Exempt teachers at the Special Schools of the Department of Education in Unit 3 may be required to serve in extracurricular, supervisory or advisory assignments at athletic events, dances, plays, and other after school and evening school-sponsored events for the benefit of students, the curriculum, and job effectiveness with no additional compensation.

1. The school superintendent or designee(s) will endeavor to equitably assign the above activities according to the needs of the school.

2. A listing of anticipated activities and the number of people required to cover the activities will be distributed to the faculty no later than the beginning of the school year.

3. The listing of activities and the number of people required for each activity will be updated as soon as possible to reflect any changes that may occur during the school year.

4. Teachers will be assigned to activities according to their stated preferences, whenever possible.

B. Exempt Special School teachers of the Department of Education who are required to perform coaching duties in athletic or drama events or the yearbook will receive a coaching differential in accordance with the schedule listed on Attachment A. The coaching differential shall be subject to the following conditions:


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MC

1. The school superintendent or designee(s) shall select the coaches and the maximum number of head coaches and assistant coaches receiving the coaching differential;
 2. A coaching assignment may be terminated at any time by the school superintendent or designee;
 3. The coaching differential shall be paid to the exempt teachers at the conclusion of the coaching activity;
 4. Exempt teachers who are assigned coaching duty and perform for less than an entire season, shall receive the coaching differential on a pro rata basis;
 5. Special School exempt teachers who receive the coaching differential are not entitled to overtime, or any other premium pay;
 6. Coaching position vacancies will be advertised.
- C. Nothing in this section shall prevent any school employee from volunteering their services.
- D. This section shall not be considered "compensation" for purposes of retirement.

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Pamela Handel
Tara Stuard
Jill M. Kern



UNION PROPOSAL
Bargaining Units: Unit 3
June 13, 2008

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Pg 17

Article and Section No: 22.6.3

Proposal No.: 2

The Union proposes the following changes be made to the following section:

22.6.3 Tenure – Special Schools

A. Definitions

1. The designation of classes of members of the teaching staff of a Special School established by section 17604 applies to this article.
2. "Tenure" is the right, under the provisions of this article, of an employee to continue full-time employment as a teacher at a particular special school, subject to resignation, dismissal, suspension, or other disciplinary action for cause. A Supervising Teacher, Specialist, may acquire tenure only as a teacher.
3. A "pre-tenured employee" is a school term employee at a particular special school who does not have tenure.
4. A "tenured employee" is a person who has tenure.
5. "Full-time service" means full-time service as one of the following:
 - a. ~~g~~ A school term employee for ninety percent (90%) of the teacher work days in one school term applicable to the employee.

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Chair BU3

[Signature]
Vice Chair BU3

P. Handel
BU#3
[Signature]

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Pg 17

- b. h- A Supervising Teacher, Specialist, for ninety percent (90%) of the work days applicable to him/her in one fiscal year.

B. Acquisition of Tenure

Tenure is acquired by meeting all of the requirements specified in any one of the following subsections:

1. Full-time service as a pre-tenured employee at one special school in one or more classes of employees for three (3) successive school terms or fiscal year, as applicable; and commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. The tenure is in that school.

2. Voluntary transfer, including transfer in lieu of layoff, of a tenured employee at one special school to another special school for the same type of student; full-time service for one school term, or fiscal year, as applicable, immediately following the transfer, in the special school to which the employee so transferred; and commencement of service upon reappointment for full-time service at that school for the next school term or fiscal year, as applicable. At the date of commencement of service for the second school term, or fiscal year as applicable, at that school, the transferee shall lose tenure at the school from which he/she transferred and shall have tenure at the school to which he/she transferred.

3. Transfer of a pre-tenured employee from a special school to a newly established special school for the same type of student;

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rendition of full-time service for three (3) successive school terms or fiscal years, as applicable, at either or both of such schools, and commencement of service under appointment for full-time service at the newly established school for the next school term or fiscal year, as applicable. At the date of such commencement of service, the transferee shall lose all rights toward tenure at the school from which he/she transferred and shall have all such rights at the school to which he/she transferred.

Donna
Jim Stott
P. Handel

4. Full-time service in a special school by a pre-tenure employee for at least one school term or fiscal year, as applicable; transfer to an existing special school and rendition for full-time service therein for two (2) successive school terms or fiscal years, as applicable; and commencement of service therein under a reappointment reappointment for full-time service at that school for the next school term or fiscal year, is applicable. At the date of commencement of service under such reappointment, the transferee shall lose all rights toward tenure and shall have tenure in the school to which he/she transferred.

5. A pre-tenured employee's probationary period may be extended by the superintendent for at least an additional year when the pre-tenured employee is absent from work for a semester or more when the pre-tenured employee is unable to obtain an appropriate special education credential within the three (3) year pre-tenured period.

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C. Reappointment and Notice of Intention Not to Reappoint

A pre-tenured employee shall be deemed to be reappointed for the school term or fiscal year, as applicable, succeeding the school term or fiscal year in which he/she is serving, unless by March 15, the superintendent of the school gives him/her notice that he/she will not be appointed. The notice shall be in writing, signed by the superintendent of the school, and given in either of the following ways:

D. M. Seena
Jim Stott
P. Handel

1. Mailed, by certified mail, return receipt requested, to the employee at his/her last known address as listed in the employee's official personnel file.

2. Delivered to the employee in person and his/her written receipt of the notice secured. If the employee refuses to sign the receipt of notice, an affidavit of service made by the person delivering the notice and filed with the superintendent of the school shall be deemed the equivalent of acknowledgement of receipt of notice. Notwithstanding any provision of this section to the contrary, no person shall be deemed to be appointed or to have been awarded tenure because notice is not given or received by the time or in the manner prescribed in this section. Should it occur that no notice is received by the times prescribed in this section, it is the duty of the employee concerned to take inquiry to determine the ultimate decision of the school.


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D. Evaluation of Pre-Tenured Employee

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Jim Stiff

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UNION PROPOSAL
Bargaining Units: Unit 3
June 11, 2008

TA 2:29 6-11-08
Dunbar
Gerald Daniel

Article and Section No: 22.7.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

22.7.3 Enhanced Industrial Disability Leave (EIDL) State Special Schools

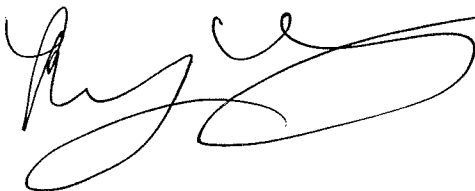
- A. An employee who loses the ability to work for more than twenty-two (22) workdays as the result of an injury incurred in the official performance of his/her duties may be eligible for financial augmentation to the existing IDL benefits. Such injury must have been directly and specifically caused by a student.
- B. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
- C. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall

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Pg 12

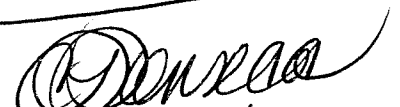
not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

- D. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- E. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- F. This section relating to EIDL will not be subject to the arbitration procedure of this contract.

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TALD Union


Gerald Dennis



6-11-08

UNION PROPOSAL
Bargaining Units: Unit 3
June 11, 2008

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6-13-08
Tad
Dunbar

Article and Section No: 22.X.3

Proposal No.: 1

The Union proposes to add the following Section to Article 22:

Jim Stoff
Chair BUJ
P. Handel
BU#3
Gerald R.
BU3

~~8.30.3 Family Crisis Bank~~ 22.X.3 Special Schools

A. Effective within thirty (30) days of ratification of this Agreement by both parties, the ^{CDE CUF} ~~DOE~~ shall establish a Family Crisis Leave Bank for Bargaining Unit 3 employees at the State Special Schools and Diagnostic Centers.

B. The Bank shall consist of sick leave credits donated by Unit 3 employees at the State Special Schools and Diagnostic Centers. An employee may donate one accrued day of sick leave between September 1 and September 15 of each fiscal year, provided that the employee retains a minimum of twenty (20) accrued days of sick leave after donating. Donations shall be made on a form to be supplied by the ^{CDE CUF} ~~DOE~~, signed by the donating employee, and verified by the ~~DOE~~. An exception to this section B shall be made as follows:

1. Unit 3 employees at the State Special Schools and Diagnostic Centers shall be allowed to donate during the thirty (30) day period following ratification of this Agreement in order to establish the Bank. In the event that an official application form may not be available during this specific thirty (30) day period, the ~~DOE~~ shall accept a written document from a prospective

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donor that includes the donor's printed name, signature, date, work location, classification, social security number, and permission to deduct one day of sick leave from the employee's accrued sick leave balance.

C. Once the Bank is exhausted, no more leave credits shall be added to the Bank until the donation period in the following fiscal year.

D. If the Bank is not exhausted, by June 30 in a fiscal year, any remaining donated days of sick leave shall remain in the Bank and any balance will be carried over into succeeding years and shall not be returned to the donors.

E. For every day of sick leave donated to the bank, one day of sick leave will be created in the Bank and be subject to withdrawal by Bargaining Unit 3 employees at the State Special Schools and Diagnostic Centers.

F. In order to be eligible to withdraw leave credits from this Bank, the employee must face financial hardship due to an injury or prolonged illness or the injury or prolonged illness of an eligible family member. Pregnancy, childbirth, and baby bonding are not considered an injury or illness. Eligible family members are defined as: the employee's spouse, child, parent, domestic partner (as defined in accordance with Family Code section 297), brother, sister, spouse's or domestic partner's parent, or other person residing in the immediate household.

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P. Handel
G. Daniel

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G. Requests for Bank withdrawals shall be limited to three (3) days of leave credits per application. Employees may submit more than one application per injury/prolonged illness. Applications for withdrawal of leave credits from the Bank shall be made on a form supplied by the ~~DOE~~, and shall be signed by the requesting employee. If the employee is medically incapacitated, the ~~DOE~~ shall have the discretion to accept an application from another person applying on behalf of the employee. An original physician's verification describing the nature of the illness or injury and the estimated duration of the illness or injury must be attached to the application.

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H. By September 30 of each fiscal year, the ~~DOE~~ shall notify in writing the Bargaining Unit 3 Negotiations Committee Chairperson of the amount of leave credits in the Bank that were not used by employees in the prior fiscal year, the amount of leave credits established in the Bank for the current fiscal year, and amount, if any, withdrawn between September 15 of the current fiscal year and the date of the notification.

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I. This article is not applicable to substitute teachers.

J. Grievances containing this article can not be appealed beyond the ~~DOE~~ level.

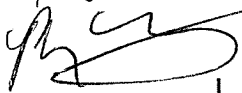
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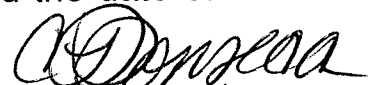
K. The department will create four (4) Family Crisis Leave Banks
CSBF (California School for the Blind in Fremont)

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6/13/08

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Gina Stoff
P. Handel
Gerald Daniel

CSDF (California School for the Deaf in Fremont)

CSDR (California School for the Deaf in Riverside)

Diagnostic Centers; North, South and Central

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6/13/08

10:20am

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Jim Hoff
P. Handel
Gerald Daniel
BU3



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: 1/20/09

Article and Section No: 23.1.3

The Union proposes the following changes be made to the following section:

23.1.3 Purpose (Unit 3)

~~This article represents the full and complete understanding reached by the parties on March 10, 2006, at the conclusion of Negotiations. On March 10, 2006, the parties concluded negotiations mandated by the Alameda Superior Court, in the Margaret Farrell versus Walter Allen III, Director California Youth Authority, No. RG03079344. The results of these negotiations are reflected in Article 23 of the 06-08 Memorandum or Understanding (MOU). The terms and conditions applicable for that time period are set forth fully therein. Any alteration of any terms prospectively is not intended to impact or change the bargaining history or negotiations resulting in the 2006-2008 MOU, Article 23. referred to as the **PLO Educational Remedial Plan**, effective April 1, 2006.~~

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Tom ...
John M. ...

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UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: 23.2.3

The Union proposes the following changes be made to the following section:

23.2.3 Academic Work Year (Unit 3)

A. ~~Effective August 7, 2006,~~ aAll full-time DJJ/CEA Unit 3 eligible employees shall work a 220 day Academic Calendar year. The 220 day Academic Calendar Year includes two (2) ninety (90) day semesters, a thirty (30) day summer session, and ten (10) professional staff development days.

B. If the DJJ/CEA authorizes an Intersession in subsequent academic years, DJJ/CEA Unit 3 eligible employees, who meet the qualifications for the work needed, shall be offered this additional work assignment prior to seeking outside resources. If two (2) or more individuals are interested in the same assignment, the employee with the most state seniority shall be given the assignment. Salary earned during the intersession shall not be considered compensation for the purpose of retirement contribution.

C. Employees shall be compensated for said work at their normal daily rate of pay.

D. Should DJJ, CEA decide to offer a half day school schedule or a half day assignment during Intersession, BU 3 employees shall receive one half (1/2) of their daily rate of pay, and not be expected to work more than four (4) hours per day. Teachers scheduled to work during

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J. Hand

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Pg 673

Intersession shall be compensated for student contact time, as well as preparation time as outlined in Article 21.14.3. DJJ/CEA will clearly delineate if the assignment is half day or full day.

E. Commencing with this MOU, The PLO Educational Remedial Plan, Intersession, is defined in the Academic Calendar. as July 13, 2006 through August 6, 2006. During this session, a full-time DJJ/CEA Unit 3 eligible employee shall be:

1. Permitted to work; or,
2. Permitted to choose to not work and ~~instead be absent on approved dock; or,~~
3. ~~Granted approval to use existing vacation, personal leave, holiday credits, or approved educational leave, and be paid for the entire session; or,~~
4. 3. ~~Granted a combination of all the above.~~

F. Employees who worked the July 13, 2006 through August 6, 2006 Intersession shall have this time counted for purposes of retirement.

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 Pamela Handley
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 John M. Ken
 Ben Stroud

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UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

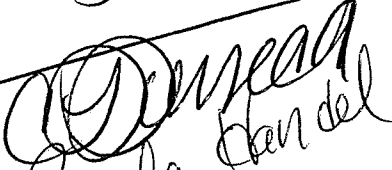
Article and Section No: 23.3.3

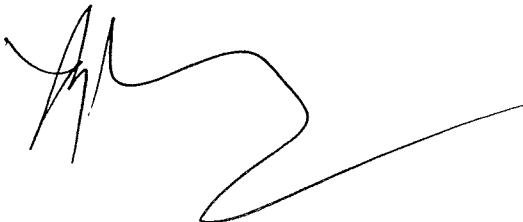
The Union proposes the following changes be made to the following section:

23.3.3 Academic Calendar (CDR-DJJ)

During the term of this Contract, the CEA, Superintendent of Education, hereby agrees that he/she will provide the Union with copies of proposed CDCR-DJJ academic calendar(s) for the following academic year by April 15 November 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Superintendent shall be free to implement the calendar(s) unilaterally. In the event of an emergency or of events beyond the control of the Superintendent of Education, CDCR-DJJ shall be free to make such change in any or all of the academic calendars for the CDCR-DJJ as are required by operational necessity.

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James Candel
Tom Candel
John Kern

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UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

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11-12-08

Article and Section No: 23.4.3

Proposal No.: 1

The Union proposes that no changes be made to the following section:

23.4.3 Additional Instructional Assignments (Unit 3)

A. Full-time DJJ/CEA Unit 3 eligible employee, who is authorized or directed to provide additional instructional assignments outside of the regular work schedule, shall be compensated in the following manner:

1. Additional instructional service shall be compensated in fifteen (15) minute increments.
2. Each hour of additional instructional service shall be compensated equivalent to one-eighth (1/8) of the employee's daily rate of pay.
3. Additional instructional service shall be compensated on a cash basis.

B. No employee will be directed to provide additional instructional assignments outside of the regular work schedule, prior to the solicitation of volunteers.

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Pamela Kandel
Jim Miller
Gary Bennett



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____


Article and Section No: 23.5.3

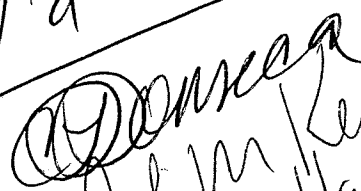
Proposal No.: 1

The Union proposes that no changes be made to the following section:

23.5.3 Thirty (30) Day Summer Session Leave (Unit 3)

- A. The Superintendent of Education may grant, upon request of a permanent full-time DJJ/CEA Unit 3 eligible employee, a leave of absence for the thirty (30) day Summer Session up to thirty (30) scheduled work days.
- B. DJJ/CEA Unit 3 eligible employees, who have accrued Educational Leave, will be permitted to use approved Educational Leave, in accordance with section 8.28.3, Educational Leave of this MOU, to pay for all educational related activities completed during the thirty (30) day Summer Session.

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Jim Steff
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UNION PROPOSAL
Bargaining Unit: Unit 3
Date: 1-20-09

Article and Section No: 23.6.3

The Union proposes that no changes be made to the following section:

23.6.3 Educational Leave (Unit 3)

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D. Dandel
J. Kim*

~~A. For the CDCR, DJJ, Educational Remedial Plan implementation period beginning April 1, 2006 and through July 31, 2006, DJJ/CEA Unit 3 eligible employees shall continue to accrue and utilize Educational Leave pursuant to article 8.28.3, Educational Leave.~~

~~B. A. Effective August 1, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall cease Educational Leave accrual, as provided in section 8.28.3, Educational Leave.~~

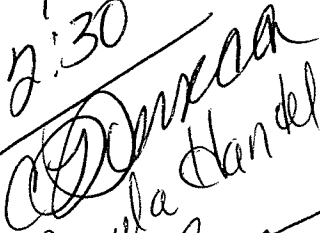
~~C. B. All full-time DJJ/CEA Unit 3 eligible employees shall be permitted to retain the Educational Leave credits accrued prior to the termination of accrual described in paragraph B above.~~

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A. J.*

~~D. C. Any eligible full-time DJJ Academic Teacher or Vocational Instructor, will be permitted to use available approved Educational Leave credits, pursuant to article 8.28.3, Educational Leave of this MOU, to pay for all educational related activities completed during the thirty day Summer Session.~~

~~E. Priority use of Educational Leave for Vocational Instructors: Any Vocational Instructor who is unable to prove his/her credits or who is initially placed within Range B or Range C on the salary schedule, (Appendix C) will be given priority for Educational Leave during the 2006 Summer Session. In the event that the number of requests~~

~~exceeds the school's capacity to grant Educational Leave, State seniority will be the determining factor.~~

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UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

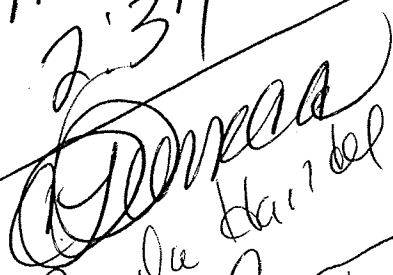
Article and Section No: 23.7.3


The Union proposes that no changes be made to the following section:

23.7.3 Holidays (Unit 3)

A. ~~Effective April 1, 2006,~~ a~~All~~ full-time DJJ/CEA Unit 3 eligible employees shall not be entitled to official observed State holidays with pay. These days shall be observed as unassigned, non-work days.

B. For all DJJ/CEA Unit 3 eligible employees, when an observed holiday falls on an employee's unassigned, non-work day, and the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.

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Pamela Hurd

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MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: 1-25-09

ARTICLE SECTION

23.8 **VACATION**

~~A. For the CDCR, DJJ, Educational Remedial Plan implementation period, beginning April 1, 2006 through August 4, 2006, all full-time DJJ/CEA Unit 3 eligible employees shall continue to utilize Vacation pursuant to section 8.1, Vacation/Annual Leave.~~

A. B. Effective with the August 2006 pay period, a All full-time DJJ/CEA Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.

B. C. All full-time DJJ, CEA Unit 3 eligible employees shall be permitted to retain the Vacation Leave credits accrued prior to the termination described in paragraph B A above.

C. D. Effective August 7, 2006, a All full-time DJJ, CEA Unit 3 eligible employees shall be precluded from using Vacation Leave credits, except:

1. as provided for in section 8.16, FMLA and section 8.18, Work and Family Participation; or
2. in exceptional (uncommon) situations not covered by section 23.9, Personal Necessity Leave, on a case-by-case basis and subject to supervisory approval.

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~~E. Any, DJJ, CEA Unit 3 employee employed on April 1, 2006 and who has had vacation approved during the April 1, 2006 and July 12, 2006 implementation period, shall have their approved vacation honored.~~

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MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: _____

ARTICLE**23.9**SECTION**PERSONAL NECESSITY LEAVE**

- A. A new full-time DJJ, CEA Unit 3 eligible employee, upon successful completion of an initial academic calendar ninety (90) day semester, shall be credited with three (3) Personal Necessity Days on the first day of the following semester.
- B. All current full-time DJJ, CEA Unit 3 eligible employees shall be credited with three(3) Personal Necessity Days on the first work day of each academic calendar year annually, so long as, the accrual does not result in a total balance in excess of six (6)Personal Necessity Days.
- C. Personal Necessity Leave may be utilized by an employee who has sufficient leave, ~~for circumstances that are serious in nature, which cannot be expected to be disregarded, and which, necessitate immediate attention and cannot be dealt with during off duty hours.~~
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking his or her Personal Necessity Day. A Personal Necessity Day may be granted with less than five (5) working days notice.
- E. Upon termination from State employment, the employee shall be paid for all accrued Personal Necessity Days.



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: 23.10.3

The Union proposes the following changes be made to the following section:

23.10.3 CDCR, DJJ, Academic Teacher/Vocational Instructor Salary Schedule (Unit 3)

A. A current DJJ/CEA Unit 3 eligible employee, ~~effective April 1, 2006,~~ shall be compensated in accordance with the current DJJ/CEA Unit 3 —2005-2006 Salary Schedule for their respective high school (Appendix C).

B. A current new DJJ/CEA Unit 3 eligible employee shall be placed on the salary schedule first by education above the Bachelor's Degree or for career-technical teachers the equivalent of a Bachelor's Degree (High School Diploma plus seven (7) years of college work and in trade work experience) and second by years of full-time credentialed teaching experience.

~~C. No teacher will be paid below his/her current daily rate salary earned on March 31, 2006. To calculate your daily rate, you must first calculate your annual salary by multiplying your current monthly pay times twelve (12). Then take your annual salary rate and divide it by 220 and then multiply that number by 1.054.~~

~~1. Current monthly salary times (x) 12 = Current Annual Salary.~~

~~2. Current annual salary divided by 220 times (x) 1.054 = Daily rate.~~

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John Kern
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3. ~~If the daily rate calculated does not match any figures on the respective salary schedule, the employee will be paid the next highest daily rate.~~

D. C. For current and new employees with less than ten (10) years of state service, outside qualifying experience in a full time credential teaching position can be used to place the employee into the salary schedule up to a maximum of Step 10 (120 months).

E. D. Additional daily rate incentives may be paid for hard to fill classifications.

F. ~~Eligible employees shall be permitted to submit official documents by December 31, 2006, to support initial placement or advancement on the salary schedule. No documents shall be accepted from employees seeking reconsideration of their initial placement after December 31, 2006. Adjustments to initial placement or advancement will result in retroactive payments to the employees date of hire, but in no case prior to April 1, 2006.~~

E. G. Each step/range moving either down/across is a three and one-half percent (3.5%) increase. Steps are years of service. Range increases are attained by completing additional credits as described on the salary schedule.

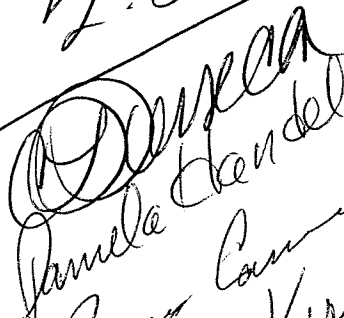
E. H. Current DJJ/CEA Unit 3 eligible employees who were initially placed on the salary schedule, based upon salary, establishes the individuals' qualifications for that range. All employees hired prior to April 1, 2006, who are initially placed into the salary schedule based

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Lyn M. Kim
Tom Sand

TA
12/09
2/22/11
AC

upon salary, will move in range upon completion of twelve (12) credits through Range E for Vocational Instructors and Range F for Academic Teachers.

TA'd 1-21-09
2:22


Pamela Brandel
James Cameron
John M. Kern
Tom Brandel

TA
1/22/09
2:22pm





UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: 23.11.3

The Union proposes that no changes be made to the following section:

23.11.3 Credits for Salary Advancement

A. Acceptable credits will be limited to new semester (or equivalent quarter) credits earned in an accredited college or university, including credits for continuing education courses if taken from an accredited college or university. In addition, Vocational education teachers shall receive one unit of semester credit for each forty-five (45) hours worked in industry in a position directly related to the teachers/instructor's vocational education instructional area. College credits, continuing education credits and any work credits from industry for vocational education teachers will be pertinent to the employee's position and not be a repetition of previously acquired credits or work experience.

B. Continuing education units required for current professional license/certification and/or continuing education units or work experience directly related to course curriculum and/or professional development, that are offered by approved providers may be accepted for salary advancement with prior approval from an immediate supervisor.

C. For the purpose of salary advancement DJJ/CEA Unit 3 employees may also receive both professional growth and salary advancement

Mid 5:00
1-20-09
P. Handel
Tom Shaw

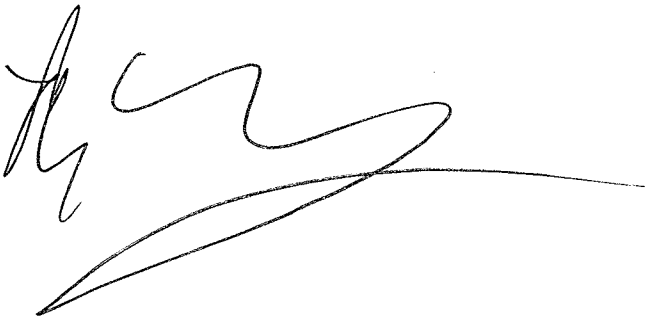
TA
5:00p
1/20/09
P. Handel

as long as there has been prior approval for such an action from an immediate supervisor or program director as follows:

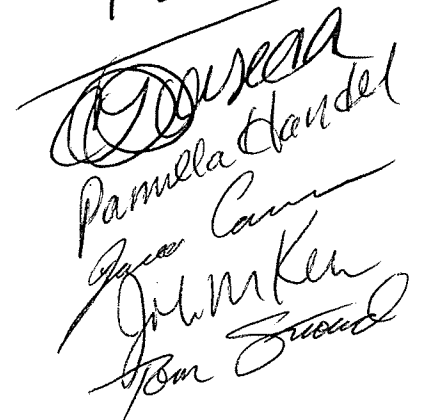
1. Credits used for salary advancement shall have some relevance to the field of instruction of the teacher or specialist seeking credit.
2. In lieu credit may be granted for engaging in projects and/or CEA approved workshops regarding the improvement of instruction and curriculum within the teacher's school or community at the rate of fifteen (15) hours equal to one credit. No more than three (3) credits will be granted in one year.

TA S. Sipun

1/20/09



TAid 5:00
1-20-09



Pamela Handel
Jesse Carr
John Ken
Tom Steward



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

1:21
1-20-09


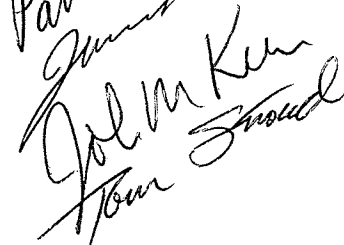
Article and Section No: 23.12.3

The Union proposes that no changes be made to the following section:


23.12.3 Salary Schedule Re-opener (Unit 3)

On November July 1 of each year, the State will review the salary schedules of the County Office of Education in each county where a DJJ high school is located. The State will provide the Union with copies of proposed salary schedules for each county no later than January September 1. If the Union wishes to meet and confer relative to these salary schedules, it must request to do so no later than March November 1. If a request to meet and confer is made, the parties will commence negotiations of the proposed salary schedules pursuant to the Dills Act. These salary schedules shall be implemented no later than the first day of the following academic year.

TALD
5:10pm 1-21-09


Pamela Daniel
General Counsel

John M. Kern
Union Steward

packaged
w/ 23.2 & 23.3

Pg 673
JA
4/21/09
5:10pm


MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: 8/18/08

12:02 PM

roll over

ARTICLE
23.13

SECTION
BARGAINING UNIT 3 TEACHER SERVICE CREDIT

Bargaining Unit 3 employees who work in the Department of Mental Health, Department of Developmental Services, Department of Education, or Department of Rehabilitation and who transfer to DJJ, will be granted full State service credit and be placed accordingly on the DJJ salary schedule.

TA
11/13/08
12:11 PM

TAld 11-13-08
12:11

Donna
John Kern
Mary Pannell
Pamela Kanteel
Jim Stoff

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: _____

ARTICLE

SECTION

23.14

Joint Labor Management Committee

The CDCR, DJJ, DPA, and SEIU, Local 1000 agree to meet in October 2006 to review issues that may arise as a consequence of implementing the *PLO Educational Remedial Plan*.

TA 11/13/08
12:07pm



TAld 11-13-08
12107

Dunka

Jim

Berry

Parula

Jim

TA
pg 391

The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State

The parties shall undertake negotiations regarding the impact of such changes on the employees when all three (3) of the following exists:

1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to the Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution.

The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to section 3518 of the Dills Act.

C. The DPA will meet with representatives of the Union monthly, upon request, to review the notices to meet and confer under the provision of B above received by the Union to determine if the issues to be discussed can be consolidated to reduce the number of meetings required.

John Chapman



UNION PROPOSAL

Bargaining Units: All

Date: _____

Article and Section No: 24.2

TIA
2/13/9
9:07 pm

The Union proposes the following changes be made to the following section:

24.2 Duration

- A. Unless a specific provision provides for a different effective date, The terms of this Contract shall be from July 1, 2008 to June 30, 2010.
- C. ~~B.~~ Any grievances filed during the period of July 1, 2008 until ratification of this Contract shall fall under provisions of the July 1, 2005 to June 30, 2008 Contract.
- D. ~~Ø.~~ In the six (6) month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

State proposing the following:

B. Unless a specific provision provides for a different effective date, any additions or changes to economic or benefit provisions of this Contract will not be applied retroactive and shall be effective upon ratification.

John Choyan

*SEIU TIA
Margaret McDonald
Jan 3 2009
Boaz
A (C) UNIT 11
BUB
Jan 3 2009*




UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____


Article and Section No: 24.1.3

The Union proposes the following language:

24.1.3 CDCR, OCE 220 ^{10:15 TC} ~~or equivalent (i.e. 176)~~ Day Academic Year
Annual Modification

The CDCR, OCE, Superintendent, hereby agrees that he/she will provide the Union with copies of the proposed CDCR, OCE 220 Day Academic Calendar(s) for the following academic year by April 15 November 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Superintendent shall be free to implement the calendar(s) unilaterally. In the event of an emergency or of events beyond the control of the Superintendent of Correctional Education, CDCR, OCE shall be free to make such change in any or all of the academic calendars for the CDCR, OCE as are required by operational necessity.

JA
1/30/09
10:15 am


TAld 10:15 - 1-30-09


MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: 11/13/08
10:40 AM

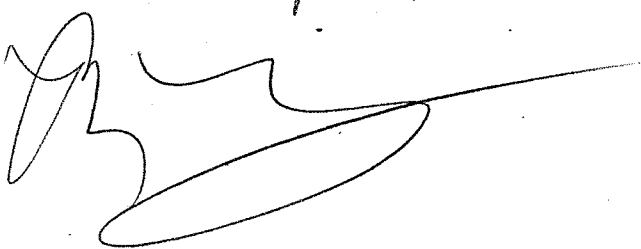
ARTICLE 24.2

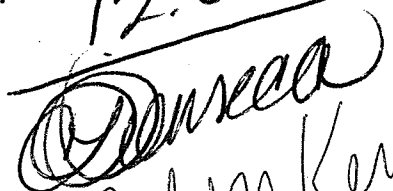
SECTION CDCR, OCE ADDITIONAL INSTRUCTIONAL ASSIGNMENTS

A. A CDCR, OCE Unit 3 eligible employee, who is authorized or directed to provide additional instructional assignments outside of the regular work schedule, shall be compensated in the following manner:

1. Additional instructional service shall be compensated in fifteen (15) minute increments.
2. Each hour of additional instructional service shall be compensated equivalent to one-eighth ($1/8$) of the employee's daily rate of pay.
3. Additional instructional service shall be compensated on a cash basis.

B. No employee will be directed to provide additional instructional assignments outside of the regular work schedule, prior to the solicitation of volunteers.

TAD 11/13/08 Pg 397
12:08pm


TAD 11-13-08
12:08

John M. Ken
Mary P. Smith
Pamela Hander
Jim Smith

MANAGEMENT PROPOSAL

Bargaining Unit: 3

11-13-08

Exclusive Representative: SEIU

Date: 10:47

ARTICLE 24.3

SECTION EDUCATIONAL LEAVE (UNIT 3)

A. Effective August 1, 2007, all affected CDCR, OCE Unit 3 eligible employees shall cease Educational Leave accrual, as provided in section 8.28, Educational Leave.

B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Educational Leave credits accrued prior to the termination of accrual described in paragraph A. above.

~~C. Any CDCR/OCE, Unit 3 eligible employee who have requested and been granted approval for an education leave prior to August 1, 2007, shall have the education leave approval honored during the remainder of the 2007 calendar year (December 31, 2007).~~

C. D. Any eligible, full-time CDCR, OCE, Unit 3 eligible employee, will be permitted to use available, approved Education Leave credits pursuant to Article 8.28.3, Education Leave of this MOU.

TA 7:29pm

1/8/09

pg 508

TALD 7:29pm
1-8-09

Deuxa
P. Handel
James K...
Greg P...
John K...

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: 11-13-08
10:48

ARTICLE 24.4

SECTION HOLIDAYS

- A. ~~Effective August 1, 2007,~~ a All affected CDCR, OCE, Unit 3 eligible employees shall not be entitled to official observed State holidays with pay. These days shall be observed as unassigned, non-work days.
- B. For all CDCR, OCE, Unit 3 eligible employees, when an observed holiday falls on an employee's unassigned, non-work day, and the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.

TRAd
7:31pm 1-8-09
Pamela Bland
John Ken
Mary Bennett

TA
7:31pm
1/8/09

pg. 508

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: 1-25-09

ARTICLE 24.5

SECTION VACATION/ANNUAL LEAVE

A. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.

B. All affected CDCR, OCE, Unit 3 eligible employees shall be permitted to retain the Vacation/Annual Leave credits accrued prior to the termination described in paragraph A. above.

C. Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall be precluded from using Vacation/Annual Leave credits, except:

1. as provided for in section 8.16, FMLA and 8.18 Work and Family Participation; or
2. in exceptional (uncommon) situations not covered by section 23.9 24.6, Personal Necessity Leave, on a case-by-case basis and subject to supervisory approval.

~~D. Any affected CDCR, OCE, Unit 3 eligible employee employed on August 1, 2007 and who has had vacation approved for a period between August 1, 2007 and December 31, 2007, shall have the previously approved vacation honored.~~

JA 1/30/09

10:17am
[Signature]

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10:17

[Signature]

BU 3 ~~SEIU~~ pg 1
24.6

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: _____

ARTICLE

SECTION

24.6

PERSONAL NECESSITY LEAVE

- A. A new CDCR, OCE, Unit 3 eligible employee, upon successful completion of ninety (90) scheduled academic calendar work days, shall be credited with three (3) Personal Necessity Days on the first day of the following month.
- B. All current CDCR, OCE, Unit 3 eligible employees shall be credited with three (3) Personal Necessity Days on the first work day of each academic calendar year annually, so long as, the accrual does not result in a total balance in excess of six (6) Personal Necessity Days.
- C. Personal Necessity Leave may be utilized by an eligible employee who has sufficient leave ~~for circumstances that are serious in nature, which cannot be expected to be disregarded, and which, necessitate immediate attention and cannot be dealt with during off-duty hours.~~
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking his or her Personal Necessity Day. A Personal Necessity Day may be granted with less than five (5) working days notice.


TA 2/13/09
my [signature] 6:12a

TA 2/13/09 [signature]
6:12a Paula Handel
Gary Pennett

E. Upon termination from State employment, the employee shall be paid for all accrued Personal Necessity Days.

TA 2/13



TA 2/13/09 6:12A




UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: 24.7.3

The Union proposes that no changes be made to the following section:

24.7.3 Credits for Salary Advancement

A. Acceptable credits will be limited to new semester (or equivalent quarter) credits earned in an accredited college or university, including credits for continuing education courses if taken from an accredited college or university. In addition, Vocational education teachers shall receive one unit of semester credit for each forty-five (45) hours worked in industry in a position directly related to the teachers/instructor's vocational education instructional area. College credits, continuing education credits and any work credits from industry for vocational education teachers will be pertinent to the employee's position and not be a repetition of previously acquired credits or work experience.

B. Continuing education units required for current professional license/certification and/or continuing education units or work experience directly related to course curriculum and/or professional development, that are offered by approved providers may be accepted for salary advancement with prior approval from an immediate supervisor.

C. For the purpose of salary advancement CDCR, OCE Unit 3 employees may also receive both professional growth and salary

TAld 5.03
1/20-09
D. mean
P. Handel
J. Can
L. M. Ken
J. S. Bond

+A

1/20/09

5:03pm

JA. S.
pg 10/10

advancement as long as there has been prior approval for such an action from an immediate supervisor or program director as follows:

1. Credits used for salary advancement shall have some relevance to the field of instruction of the teacher or specialist seeking credit.
 2. In lieu credit may be granted for engaging in projects and/or CEA approved workshops regarding the improvement of instruction and curriculum within the teacher's school or community at the rate of fifteen (15) hours equal to one credit.
- No more than three (3) credits will be granted in one year.

JA
1/20/09
5:03 PM
pg 4/4
[Signature]

TA'd 5:03
1-20-09
[Signature]
Doreen
Doreen Handel
[Signature]
John Kern
Bar Steward



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: 24.8.3

The Union proposes the following changes be made to the following section:

24.8 - 220 Day Academic Work Year

A. ~~The CDCR, OCE, 220 Day Academic Work Year implementation date is August 1, 2007 through July 31, 2008.~~

A. ~~Effective August 1, 2007, a~~ All CDCR, OCE, Unit 3 eligible employees shall work a 220 day Academic Calendar year. The CDCR, OCE, 220 Day Academic Calendar Year shall consist of 208 instructional days, and 12 staff development/training days.

B. Employees shall be compensated for said work at their normal daily rate of pay, per article 24.13.

C. Employees assigned to a 4/10/40 work schedule ~~Pilot~~ shall work the number of days indicated on the Shift A, Shift B, or Shift C, or D Calendars.

2/12/09
7:38 PM
[Signature]

TRAD 7:38 2/12/08
[Signature]
[Signature]
[Signature]

4.11
1-20-09

Article and Section No: 24.9.3

The Union proposes the following changes be made to the following section:

24.9.3 Teacher Service Credit (Unit 3)

Bargaining Unit 3 employees who work in the Department of Mental Health, Department of Developmental Services, Department of Education , or Department of Rehabilitation and who transfer to CDCR, OCE, will be granted full State service credit and be placed accordingly on the CDCR, OCE salary schedule.

All transfers will be placed according to Article 24.13.

TA Pg 674
5/17/09
1/21/09
PP

TAD
5/17 1-21-09

~~Donna
J. Handel
James Cam
J. M. K
Ben S~~



UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

Article and Section No: 24.10.3

The Union proposes the following changes be made to the following section:

**24.10 - CDCR, OCE 220 Day Academic Work Year-4/10/40 Work
Schedule Pilot**

- A. The CDCR shall ~~shall~~ has established a 4/10/40 work schedule ~~Pilot~~ for Institutions that have eligible BU 3 employees ~~currently~~ assigned to the schedule.
- B. These above employees who are assigned the 4/10/40 work schedule shall work according to the Academic Calendar in Shift A, B or C, or D as assigned by management.
- C. If changes to this ~~Pilot~~ schedule are necessary or employees are reassigned to a regular academic schedule, the Department shall provide the employees 45 days written notice of said change. *TALD*

TA
2/12/09
7:39pm

7:39pm 2/12/08

Donna
Danella Hande
Bory Penntt
Jane Cam

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: 11-13-08
10:55

ARTICLE

SECTION

24.11

NON-CREDENTIALLED RE-ENTRY PROGRAM INSTRUCTORS

- A. Compensation for all employees in the RPI classified employees classification who do not possess a valid credential in good standing, with the State Teacher Credentialing Commission shall be compensated in accordance with the attached salary schedule.
- B. All provisions in this agreement shall apply to employees in the RPI classified employees classification.
- C. A Re-Entry Program Instructor, upon submission of a valid credential will be placed on the Academic Teacher/Vocational Instructor CDCR, OCE Salary schedule, pursuant to Article 24.13

TA 5:15 PM
11/8/09
[Signature]
pg 501

TALD 5:15
1-8-09
[Signature]
P. Chandel
[Signature]
[Signature]
[Signature]

MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: 1-25-09

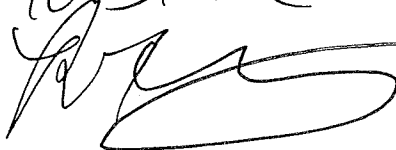
ARTICLE
24.12

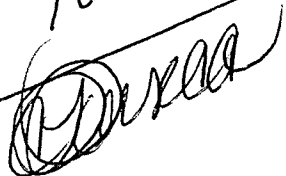
SECTION
**RE-ENTRY PROGRAM INSTRUCTOR – FIRST RIGHT OF
REFUSAL**

When the Department decides to fill a position in a classification for which an RPI has the necessary credentials, the RPI shall be offered said position before any other offer is made. If two or more RPI's have the same eligibility, the individual with the highest number of continuous Departmental months seniority shall be offered the open position. If the eligible RPI does not accept the position, the Department is free to fill at their discretion.

This provision will remain in affect until no RPIs candidates remain or that have either been offered a Vocational Instructor position or hold a credential that is not used by the department.

Additional information on RPI and other vacancies are available at their local Personnel Office or accessed at www.spb.ca.gov.

TA
1/30/09
10:37am


TA 1-30-09
10:37A




UNION PROPOSAL
Bargaining Unit: Unit 3

Date: 1/25/09

BW 3 24.13.3 reg 1

6:55
pm

Article and Section No: 24.13.3

The Union proposes the following language:

**24.13.3 CDCR Office of Correctional Education, Academic
Teacher/Vocational Instructor Salary Schedule**

Salary Schedule Placement

A. ~~A~~ Current CDCR, OCE, Unit 3 eligible employees, effective August 1, 2007, shall be compensated in accordance with the DJJ/CEA Unit 3 – Salary Schedule designated by the CDCR, OCE Superintendent and as follows:

Sacramento: Pelican Bay; CA Correctional Center (Susanville); High Desert (Susanville); CA Medical Facility (Vacaville); CA State Prison Solano (Vacaville); CA State Prison Sacramento; Folsom; CDCR Headquarters;

San Joaquin: Deuel Vocational Institution (Tracy); Sierra Conservation Center (Jamestown)

Amador: Mule Creek

San Luis Obispo: Correctional Training Facility (Soledad); Salinas Valley (Soledad); CA Men's Colony (San Luis Obispo)

Ventura: none

San Bernardino: CA State Prison San Quentin; CA Institution for Men (Chino); CA Institution for Women (Frontera); CA Rehabilitation Center (Norco); Ironwood (Blythe); R.J. Donovan Correctional Facility at Rock Mountain (San Diego); Calipatria; Centinela; Chuckawalla.

Los Angeles: Valley State Prison for Women (Chowchilla); Central CA Women's Facility (Chowchilla); Pleasant Valley (Coalinga); Avenal State Prison; CA State Prison Corcoran; Substance Abuse Treatment Facility (Corcoran); North Kern (Delano); Kern Valley (Delano); Wasco; CA Correctional Institute (Tehachapi); Los Angeles County (Lancaster),

TA 7/13/09
8:10
Daura
A
2/13/08
8:10
yhz

B. ~~For initial placement effective August 1, 2007, no teacher will be paid below his/her current daily rate earned on July 31, 2007. To calculate~~

~~the new daily rate, first calculate the employee's annual salary by multiplying the current monthly salary by twelve (12 months). Divide the annual salary rate by 220 (work days) and multiply the number (work day rate) by 1.054 (5.4%).~~

~~Current monthly salary times (x) 12 = Current Annual Salary.~~

~~Current Annual Salary divided by 220 times (x) 1.054 = Daily rate.~~

~~If the daily rate that is calculated does not match any daily rate figures on the respective salary schedule, the employee will be paid the next highest daily rate.~~

~~C. The parties agree that the calculation will provide all affected employees with a starting pay rate until the terms of E. below are met.~~

~~D. B. Current CDCR, OCE, Unit 3 employees initially placed on the salary schedule based upon salary, establishes the individuals' qualifications for that range. All employees hired prior to August 1, 2007, who are initially placed into the salary schedule based upon salary, will move in range upon completion of twelve (12) credits through Range E for Vocational Instructors and Range F for Academic Teachers.~~

~~E. Affected employees shall be permitted to submit official documents by December 31, 2007, to support initial placement or advancement on the salary schedule. No documents shall be accepted from employees after December 31, 2007. Adjustments to initial placement or advancement will result in retroactive payments to the employees date of hire, but in no case prior to August 1, 2007.~~

TRAd
2/13/09
8:09
M. Decker

~~F. C. Upon the implementation of D. above, a current A CDCR, OCE, Unit 3 eligible employee shall be placed on the salary schedule first by education above the Bachelor's Degree or for career-technical teachers the equivalent of a Bachelor's Degree (High School Diploma plus seven (7) years of college work and in trade work experience) and second by years of full-time credentialed teaching experience.~~

TA
2/13/09
8:09
Ry

~~G. D. For current and new employees with less than ten (10) years of State credentialed service, outside qualifying experience in a full-time credentialed teaching position can be used to place the employee up to a~~

BU3 2/13/09 193

maximum of Step 10 (120 months). One (1) academic year of outside service will be considered one (1) year of state credit. For an incomplete year, if the employee worked seventy-five percent (75%) of the outside school year they shall be credited with one (1) year of state credit.

H. E. Additional daily rate incentives may be paid for hard to fill classifications.

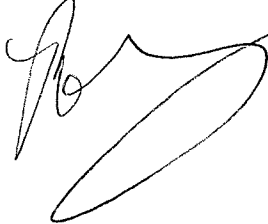
F. Each step/range moving either down/across is a 3.5% increase. Steps are credentialed years of service. Range increases are attained by completing additional education or training credits as described on the salary schedule.


Salary Schedule Footnote

Employees working any 4/10 schedule shall be placed, initially, by using the 5/8 formula and the 5/8 daily rate. Once placed in the salary range and step, the 5/8 daily rate shall be converted to the 4/10 daily rate by multiplying the 5/8 daily rate by 1.25.

TA
2/13/09

8:09pm



ma 2/13/09
8:09


MANAGEMENT PROPOSAL

Bargaining Unit: 3

Exclusive Representative: SEIU

Date: 1-25-09

ARTICLE
24.14

SECTION
R&R FOR PLACEMENT PURPOSES


Article 11.20 shall no longer be applicable to the eligible employees under this agreement.

~~Only Eligible employees who have received at least one R&R payment shall qualify for the following:~~

- ~~a. Employees who have less than a qualifying period for the full R&R shall receive a pro-rated amount which shall be applied to their initial salary placement factor.~~
- ~~b. Employees who have a full qualifying period effective July 31, 2007 shall have the full R&R applied to their initial salary placement factor.~~

TA 1/30/09
10:39a



10:39A 1-30-09
TAd


UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: 24.15.3

The Union proposes to delete the following language:

24.15 Equity Adjustment – CDCR, OCE

Equity Adjustments

~~CDCR, OCE Unit 3 eligible employees, excluding Librarians, shall not receive the five percent (5%) equity adjustment due on January 1, 2008.~~

TA'd 5:04
1-20-09
Donna
P. Orendel
James Conner
J. Miller
Bar Stoud

TA 1/20/09
5:04
Muz
Pg 66b



UNION PROPOSAL
Bargaining Unit: Unit 3
Date: 1/20/09

3:26

Article and Section No: 24.16.3

The Union proposes no changes to the following language:

24.16.3 Application of DJJ Salary Schedule to CDCR, OCE Employees

CDCR, OCE Unit 3 eligible employees will use the same salary schedules used in DJJ.

JA 2/13/09
8:09pm
[Signature]

TMd 2/13/09 8:09
[Signature]



UNION PROPOSAL
Bargaining Units: Unit 3
Date _____

5:03a
1-25-09

Article and Section No: 24.18.3

Article 24.18.3 Joint Labor Management Committee

During the term of this contract the CDCR-OCE, the DPA, and SEIU Local 1000 agree to meet at least six times to address issues that arise from the BU 3 220 Day Academic Calendar Agreement that became effective on August 1, 2007.

~~The CDCR, OCE, DJJ/CEA, the DPA, and SEIU, Local 1000 agree to meet at least monthly for twelve months to address issues that arise from this change.~~

TA Pg 697
1/25/09
5:05am
[Signature]

TAld 5:05a
1-25-09
[Signature]
Dannula Khalil del
Parr
John M. Kim



UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: Side Letter #1 Proposal No.: 2

The Union proposes the following changes be made to the following section:

Side Letter #1 – Golden Handshake

If the Golden Handshake provisions are offered during the term of this Contract and the CDE DOE or any of its Special Schools or Diagnostic Centers participate, the department will consider offering it to Unit 1, 3, 4, 11, 14, 15, 17, and 20, and 21 employees in the CDE DOE.

9/15/08
10:48 am
J. Sanders

9/15/08 TA
Dunkan
Long
N Lybala BU 17
Rising Star BU 20
Brad Willis BU 1.
Cel A BU 14
Foley BU 15
Carpenter BU 1
Don K. Han BU 2



UNION PROPOSAL
Bargaining Units: Unit 3
Date: _____

11.14 1-140
TAla
Dempsey
Richardson
Junkin
John Kern
Tom Starnes

Article and Section No: Side Letter #2 Proposal No.: 1

The Union proposes the following changes be made to the following section:

Side Letter #2 – Streamlining the State Safety Retirement Process

A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code sections 19816.20 and 20405.1 and will not be subject to the provisions of Government Code section 18717.

B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions in ~~Units 1, 3, 4, 11, 14, 15, 17, and 20, and 21~~ that potentially meet requirements for safety retirement and to place all positions meeting safety retirement criteria into the safety retirement category following establishment by the SPB of the appropriate parenthetical safety classes.

TA
11/14/09 11:14am
[Signature]

UNION PROPOSAL
Bargaining Units: All
Date: _____

Article and Section No: Side Letter #3 Proposal No.: 1

The Union proposes no changes be made to the following section:

Side Letter #3 – Domestic Partner

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code section 297.

Ta
1:40 PM
J Sanders
9/16/08

1:40 PM
9/16/08 TA
Donna
Charles u-15 #1
Prita u-15 #4
Nancy u-15 #7
Nancy BU 17
AK u-15 #1
Bridgette u-15 #1
J. Law u-15 #1
K. Law u-15 #1



UNION PROPOSAL
Bargaining Units: All
Date: _____

CT
2/13/09
9:07 p
TA

Article and Section No.: SL #4

Package Proposal

The Union proposes the attached Access Side Agreement be inserted as Side Letter #4:

Side Letter #4 Access Agreement Side Letter

UNION
Rumayor
Bridgette BU 11
Margaret BU 14
Margaret BU 21
Yankee BU 4
Rohy BU 15
Dorothy #3
Name BU 17
Nigeria BU 17
unit 414

[Signature]



1:33 PM
06/26/08



CT 2/13/09
9:07p
TA

Date: March 5, 2007

To: State of California Department Heads and Labor Relations Officers
SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives

From: Julie Chapman
Deputy Director of Labor Relations
Labor Relations Division
Department of Personnel Administration
(916) 324-0476 FAX (916) 322-0765

Michael Baratz
Chief of Staff
Service Employees International
Union, Local 1000
(916) 326-4222 FAX (916) 326-4215

Subject: Sideletter Regarding Access

Over the last two years, the State of California and SEIU, Local 1000 have struggled to find a balance between the State's operational needs and the Union's need to access the employees it represents at their worksites. This challenge has resulted in a number of serious confrontations, including arrests, as well as legal conflicts in various forums that continue to this day.

In the interest of harmonious Labor Relations, the parties agreed in June of 2006 to work with a neutral mediator and make a good faith effort to resolve the issue. The enclosed document is the result of those sessions between the Department of Personnel Administration and SEIU, Local 1000.

As with all agreements, both sides had to compromise. This agreement, however, is intended to provide a proactive framework for facilitating Union access and addressing disputes before they escalate.

In that spirit, the State and the Union are fully committed to the following principles:

Department/Union cooperation in seeking solutions to access issues
Swift resolution of disagreements when they occur
An ongoing understanding of, and respect for, each others' particular operational needs

We now look to you to implement this agreement in the spirit in which it was negotiated. There will be joint training provided on the agreement at a date still to be determined.

Attachment

Sideletter to the Collective Bargaining Agreement
between the State of California and the SEIU Local 1000,
Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21
regarding access

CT 2/13/09
9:07p
TA

This document is developed for the purpose of implementing the collective bargaining agreement. Department personnel and union representatives are encouraged to discuss/resolve access problems if they arise.

The union shall provide advance notice of its intent to visit worksites. Departments shall notify the union of the appropriate person to receive notice. Providing notice shall not be interpreted as requesting permission. However, where worksites with legitimate issues of safety, security or patient care exist, reasonable accommodations for access and/or distribution of information shall be provided. Departments shall discuss such accommodations with the union.

The union has the right to distribute information where represented employees work. The union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the union and its members.

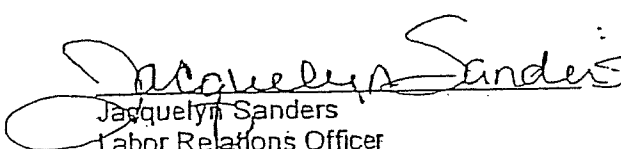
When problems/issues regarding union access to members' worksites occur, and cannot be resolved at the department level, the following persons should be contacted:


Jacquelyn Sanders, Labor Relations Officer (916) 324-0476
Department of Personnel Administration

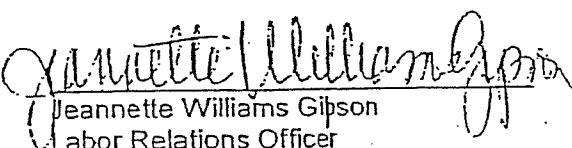
Michael Baratz, Chief of Staff (916) 326-4222
SEIU, Local 1000

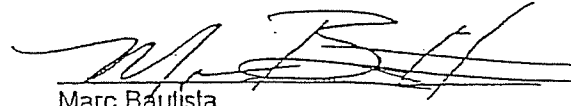
or
Paul Harris, Chief Counsel (916) 326-4208
SEIU, Local 1000

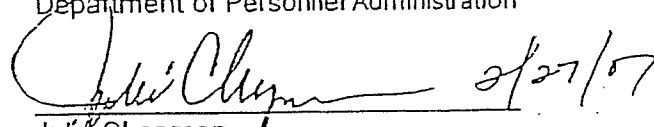
In the event that agreement cannot be reached between the DPA and SEIU Local 1000 contact persons, the dispute may be submitted directly to arbitration pursuant to Step 4 of the grievance procedure. The parties shall exchange written statements regarding the issue and the response within one week of failure to agree.

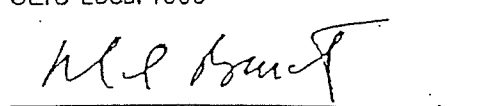
 2/27/07
Jacquelyn Sanders
Labor Relations Officer
Department of Personnel Administration

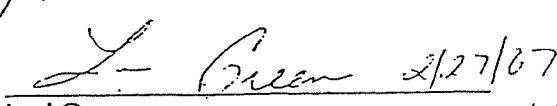

Yvonne Walker
Vice President, Bargaining
SEIU Local 1000

 2/27/07
Jeannette Williams Gibson
Labor Relations Officer
Department of Personnel Administration


Marc Baulista
Vice President, Organizing & Representation
SEIU Local 1000

 2/27/07
Julie Chapman
Deputy Director, Labor Relations
Department of Personnel Administration


Michael Baratz
Chief of Staff
SEIU Local 1000

 2/27/07
Lori Green
Legal Counsel
Department of Personnel Administration


Handwritten signatures and notes at the bottom of the page, including "UNION", "Bul 14", "Bul 15", "Bul 11", "Bul 17", "Bul 18", "Bul 19", "Bul 20", "Bul 21", "Bul 22", "Bul 23", "Bul 24", "Bul 25", "Bul 26", "Bul 27", "Bul 28", "Bul 29", "Bul 30", "Bul 31", "Bul 32", "Bul 33", "Bul 34", "Bul 35", "Bul 36", "Bul 37", "Bul 38", "Bul 39", "Bul 40", "Bul 41", "Bul 42", "Bul 43", "Bul 44", "Bul 45", "Bul 46", "Bul 47", "Bul 48", "Bul 49", "Bul 50", "Bul 51", "Bul 52", "Bul 53", "Bul 54", "Bul 55", "Bul 56", "Bul 57", "Bul 58", "Bul 59", "Bul 60", "Bul 61", "Bul 62", "Bul 63", "Bul 64", "Bul 65", "Bul 66", "Bul 67", "Bul 68", "Bul 69", "Bul 70", "Bul 71", "Bul 72", "Bul 73", "Bul 74", "Bul 75", "Bul 76", "Bul 77", "Bul 78", "Bul 79", "Bul 80", "Bul 81", "Bul 82", "Bul 83", "Bul 84", "Bul 85", "Bul 86", "Bul 87", "Bul 88", "Bul 89", "Bul 90", "Bul 91", "Bul 92", "Bul 93", "Bul 94", "Bul 95", "Bul 96", "Bul 97", "Bul 98", "Bul 99", "Bul 100", "Bul 101", "Bul 102", "Bul 103", "Bul 104", "Bul 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10:57
6-13-08

UNION PROPOSAL
Bargaining Unit: Unit 3
June 13, 2008

Article and Section No: SL 4.3 ^{TBD}

Proposal No.: 1

The Union proposes that no changes be made to the following section:

^{CDCR-DJJ CRY}
Side Letter ~~4.3~~ CYA Temperature Control Agreement

In order to maintain and promote the health and safety of staff and students, minimize physical discomfort and maximize educational opportunity for students in the education programs, each high school shall have in place a local temperature policy and procedure developed by the local health and safety committee. The local policy shall be consistent with the Branch policy. The facility superintendent and the Deputy Director Education Services Branch will approve each local temperature policy and procedures.

For academic and "clean" (i.e., Office Services Technology or Computer Technology) vocational classrooms the temperature shall be maintained within the range of a high of eighty-five (85) degrees F and low of sixty (60) degrees F. Other vocational programs shall attempt to meet the same temperature standard.

The procedure shall include: monitoring of the classroom temperature by the facility and high school management, a process to report when temperatures are outside the policy limits including; a redirection of students and staff to an alternative location; or reassignment of staff to

^{TA}
7/14/08

4:35 PM

Pg 131

^{Kelly Shu}
^{from Helt}

^{TA'd} 7/14/08 4:57 PM
^{P. Handel}
^{John Kern}
^{Steve Pimental}

alternative education activities or tasks consistent with MOUs; and a reporting process for repairs when this is the concern.

A. Deputy Director

1. Ensure each high school has a temperature policy and procedure in place that have been developed by the local health and safety committee and approved by the facility superintendent.

B. Deputy Director/Joint Labor Management Temperature Controls Committee

1. Review and approve each local temperature policy and procedure.

C. Principal

1. Work with the local health and safety committee to develop a temperature policy and procedure.
2. Submit the policy to the facility superintendent for review and approval.
3. Submit the locally approved policy and procedure to the Deputy Director/Joint Labor Management Temperature Controls Committee for review and approval.
4. Implement the approved local policy and procedure.
5. Serve as the designated representative at the high school to whom issues and concerns related to application of the policy are to be addressed by employees and the Union.

D. Regional Administrator

1. Review application of each high school's temperature policy and procedure.

7/14/08
4:35 PM
[Signature]

TRID 7/14/08 4:35
[Signature]
P. Hap
John Kim
Amy Parnett
[Signature]



B3 SL23 pg 1

UNION PROPOSAL
Bargaining Unit: Unit 3
Date: _____

Article and Section No: SL 5.3

The Union proposes the following changes be made to the following section:

Side Letter 5.3 Coaching Differential

The Department of Education may establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWG E while performing coaching functions when there is no other way to recognize the performance of additional duties and responsibilities which clearly exceed the normal demands of an employee's classification/position.

Class A - \$1,550

Football – Varsity Head Coach

Class B - \$1,350

Basketball – Varsity Head Coach, Boys

Basketball – Varsity Head Coach, Girls

Track – Head Coach, Boys

Track – Head Coach, Girls

Wrestling – Head Coach

Football – Junior Varsity Head Coach

Drama – Head Coach

Baseball – Varsity Head Coach

Softball – Varsity Head Coach

Cheerleading – Varsity Head Coach

Music – School for the Blind, Fremont

TA
2/13/09 Gilboa
Rfz

TAld 6:10AM
2/13/09
Dmxa
Ranula Handel
James Cam
Mary Pannett

Class C - \$1,150

- Cross Country – Head Coach
- Swimming – Head Coach
- Badminton Special Olympics – Head Coach
- Basketball – Junior Varsity Head Coach, Boys
- Basketball – Junior Varsity Head Coach, Girls
- Volleyball – Head Coach
- Football – Assistant Coach
- Wrestling – Assistant Coach
- Track – Assistant Coach, Boys
- Track – Assistant Coach, Girls
- Yearbook – Head Coach, California School for the Deaf
- Drama – Assistant Coach
- Cheerleading – Junior Varsity Head Coach, California School for the Deaf, Fremont

Class D - \$950

- Cross Country – Assistant Coach
- Swimming – Assistant Coach
- Basketball – Assistant Coach, Boys
- Basketball – Assistant Coach, Girls
- Volleyball – Assistant Coach
- Baseball – Assistant Coach
- Softball – Assistant Coach
- Cheerleading – Assistant Coach
- Golf – Head Coach, California School for the Deaf, Riverside.

TA
2/13/09
6:10 AM
He

TAld 6:10 AM
2/13/09

Dameca
Pamela Hand
James Camm
Mary Pamela



UNION PROPOSAL
Bargaining Units: Unit 3
June 13, 2008

TA 6/13/08
12:42pm 10:54 a.m.
8/18/08

Article and Section No: SL 6.3

Proposal No.: 1

~~The Union proposes that no changes be made to the following section:~~

Side Letter 6.3 Bridging Program

The CDCR agrees to abide by the Bridging Agreement of August 2004. Should the Union request, the State further agrees to meet and discuss suggested changes to the Agreement. If the State desires to make changes or reopen the Agreement, the State will notice and meet and confer with the Union pursuant to the provisions of the Entire Agreement clause, ~~section~~ 24.1 of the Contract.

Article - P. Handel 12:42pm
Ag

TA
8/18/08 12:42pm

Ag 226

TA - 8/18/08
12:42pm

Pamela Handel
Kathy Shaw
Jim Steffen
John M Ken

WILLIAM
re hpt / Bu 4
Brook Willis Bu 11
Cel (Troyer)
Major (Troyer) Bu 134
same Bu 14
31P

MANAGEMENT PROPOSAL

CT 2/13/09
9:07 P
TA

Bargaining Unit: All

Date: _____

Exclusive Representative: SEIU, Local 1000

Subject: G.3 Bike or Walk to Work Program

The State proposes

G.3 Bike or Walk to Work Program

A. The State shall endeavor to make facilities available to employees who bike or walk to work including, but not limited to, clothing lockers, secure bicycle storage and shower facilities in all State owned or leased buildings.

3. This Section is not grievable or arbitrable.

[Handwritten notes:]
Unit 14
Unit 11
Unit 4
N. Lyella BU 17
J. Smith BU 15
M. G. M. BU 11
R. H. BU 11
D. M. BU 11

[Handwritten signature:]